

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

DYNCORP INTERNATIONAL LLC-AVIATION

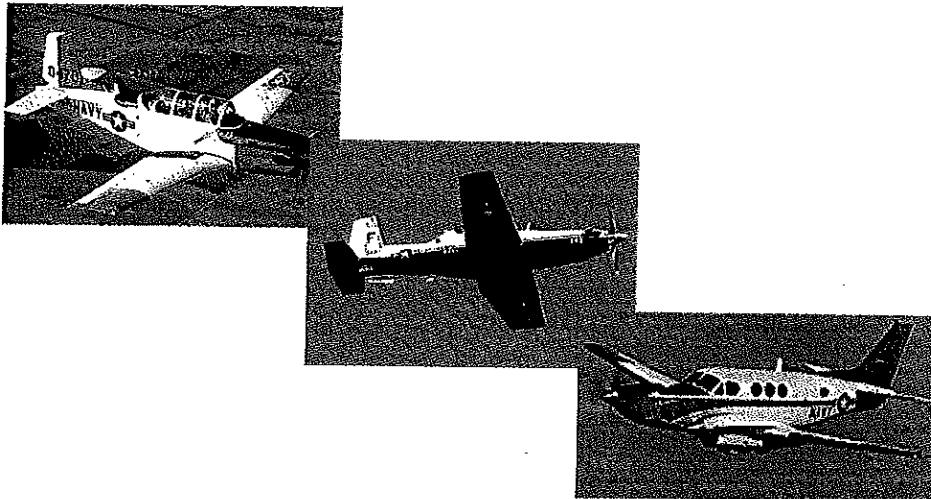
NAS Corpus Christi T34/T44/T6 Program

AND

INTERNATIONAL ASSOCIATION OF MACHINISTS

AND AEROSPACE WORKERS

DISTRICT LODGE 776, LOCAL LODGE 2916



EFFECTIVE OCTOBER 1, 2015 THROUGH SEPTEMBER 30, 2018

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PREAMBLE

This Agreement is made and entered into this 9th day of August, 2015 by and between DynCorp International LLC Inc. (hereinafter referred to as the Company) and the International Association of Machinist and Aerospace Workers, District Lodge #776 and its Local Lodge #2916, (hereinafter referred to as the Union).

It is understood wherever in this Agreement employees or jobs are referred to in the male or female gender; it shall be recognized as referring to both males and females.

01.00 INTENT AND PURPOSE

01.01

It is the intent and purpose of the Company and the Union to set forth herein the entire Agreement with respect to wages, hours, and working conditions as relates to the government contract covered by this Agreement.

01.02

Further, it is the mutual intent of the parties to provide for the efficiency of the operation and maximum production of the employees under methods which further the safety of all affected parties, the efficiency and economy of operations and the continued employment under conditions of reasonable hours, compensation and working conditions as contained herein so that operations will be uninterrupted and duties faithfully performed in order for the Company and its employees to fulfill their mutual and vital responsibilities to both the public and to the Government with due regard to competitive conditions.

01.03

It is recognized by the Agreement to be the duty of the Company, the Union, and the employees to cooperate fully, both individually and collectively, for the advancement of said conditions; and to provide a grievance procedure for the settlement of the employees' grievances; and to provide that there shall be no interruption and/or impeding of operations during the term of this Agreement.

01.04

The Union recognizes that the Company is a contractor to the Federal Government and that the Company is required at all times to meet its contractual obligations. Nothing in this Agreement is intended nor will any provision of the Agreement prevent the Company from meeting its obligations and responsibilities as a contractor. The Union and the Company recognize that the Government may impose various demands or obligations upon the Company and its employees. If such action requires, the Company and the Union agree to comply with the requirements to the degree necessary, subject to rebuttal by either or both parties through the grievance and arbitration procedures and/or the courts, if deemed necessary.

02.00 MANAGEMENT RIGHTS

02.01

The Company shall retain the exclusive authority, rights and powers to manage its business and direct the working force. Such authority, rights, and powers include, but are not limited to, the right to hire, assign, transfer, promote, reclassify, layoff, discipline for cause (including suspension and discharge); determine work schedules and the starting and quitting time; the number of hours and shifts to be worked; the qualifications of employees; to establish and modify rules and regulations not in conflict with the terms of this Agreement; to close down, curtail, or move the business, or any part thereof; to discontinue its business in whole or in part; to sell or dispose of all or any part of the business; to introduce new or changed methods; to determine the means of service or production; and to otherwise generally manage the operations and direct the working force. These rights are not intended to be all inclusive, but enumerate by way of illustration, the type of rights which belong to the Company.

02.02

Except as expressly modified by a specific provision of this Agreement, or except as such rights are specifically relinquished herein, all rights, powers or authority which the Company had prior to the signing of this Agreement are retained by it. No relationship between the parties shall be construed to constitute or create any implied limitation on the Company's authority, rights, or powers.

03.00 NON-DISCRIMINATION

03.01

There shall be no discrimination by the Company or the Union against any employee because of race, sex, creed, color, national origin, age, handicap, veteran status or other status protected by applicable federal, state or local laws or regulations.

- a. There shall be no discrimination by the Company or the Union against any employee because of membership or non-membership in the Union. There shall be no interference, restraint, or coercion by the Company of any employee in the exercise of the employee's lawful activities on behalf of the Union, so long as such activities are not conducted on Company time, nor interfere with other employees performing their jobs, or with the conduct of operations, except as specifically provided in the Agreement under the grievance procedure and as referenced in Section 05.03.

04.00 UNION RECOGNITION / UNION SECURITY

04.01 The Company recognizes the Union (certified by the National Labor Relations Board on September 5, 1997, Case No. 16-RC-9960) as the exclusive representative of employees stipulated in the National Labor Relations Board Certification of Representation as follows:

- a. Included: All production and maintenance employees, which includes Aircraft Washer, Technical Publication Librarian, Aircraft Issuer, Aircraft Issuer II, Logs and Records Clerk, Tool and Parts Attendant, Mechanic I, Mechanic II, Corrosion Technician, Technician I, Technician II, Plane Captain, Avionics Mechanic I, Avionics Mechanic II, Warehouse Specialist, Property Control Coordinator, GSE Mechanic, Janitor, Buyer, Material Expediter, Maintenance Records Clerk, Supply Clerk, Accounts Payable Clerk, Hazardous/Material Coordinator, Sub Contract Administrator, QC Inspector and Survival Equipment Clerk, Crew Leaders and Leadmen, employed by DynCorp International LLC Inc. located at the Corpus Christi, Texas Naval Air Station.
- b. Excluded: Sr. QC Inspector/Service Engineer, OSCM Secretary, Accounting Clerk, Payroll Clerk, Personnel Assistant, Computer Analyst, Aircraft Pilot, Maintenance Coordinator, Foreman, Safety Observer, Safety Coordinator, Temporary Employees, Managerial Employees, Professional Employees, Guards, Watchmen, and Supervisors as defined in the Act.

04.02 The Company acknowledges the Union's rights specifically designated by the terms of this Agreement. As the employee's representative, the Union recognizes its duty to cooperate in any reasonable manner with the Company, to support its efforts to assure a fair days work by each employee, to cooperate in combating all practices which decrease efficiency and to maintain standards of quality and service.

04.03 Membership in the Union is not compulsory. Employees in the bargaining unit must as a condition of continued employment be either a member of the Union and pay union dues or pay an agency fee to the Union, but not both. Employees have the right to join, not join, maintain, or drop their membership in the Union as they see fit. Neither party shall exert any pressure on or discriminate against an employee as regards such matters.

04.04 Each employee in the bargaining unit shall, beginning on the 31st day following the execution of this Agreement or the 31st day following his/her employment, rehire, reinstatement, reemployment, recall, transfer, or regression into the bargaining unit, as a condition of employment in the bargaining unit, execute and deliver to the Company a payroll deduction authorization as provided for in the Article, or pay directly to the Union an amount of money equal to the Union's regular and usual initiation fee and its regular, uniform and usual monthly dues.

04.05 Any employee within the bargaining unit who is required to contribute to the Union as provided for in Section 04.01 of this Article and who is subsequently transferred or promoted out of the bargaining unit or laid off shall not be subject to any of the provisions of this Article during the period of time such employee remains outside the bargaining unit or on layoff.

04.06 No employee within the bargaining unit shall be required to pay fees or dues covering any period during which the employee was not in the bargaining unit or was not on the Company's active payroll including layoff.

04.07 An employee within the bargaining unit shall be considered in good standing for the purpose of this Article when such employee tenders the amount of money equal to the Union's regular and usual initiation fee (due and payable only once per employee without regard to any interruption in service)

and its regular uniform and usual monthly dues to an authorized agent of the Union or through payroll initiation fee/dues deduction. Upon written demand from the Union, the Company shall terminate an employee within the bargaining unit who fails to tender the sum due the Union under Section 04.01 of this Article within thirty (30) days from the date such sum is due provided the Union informs the Company and the employee in writing and allows him/her an additional fifteen (15) days after the 30th day of delinquency. If the employee fails to resolve his/her dues delinquency with the Union during this fifteen (15) day period and after notification to the Company by the Union, the Company will terminate the employee effective the end of that pay period.

04.08

Employees may handle the matter of payment of Union initiation fees/dues directly with the Union. In cases where deductions are made from those who have already paid Union initiation fees/dues, the Union will make refunds directly to such employees.

04.09

Deductions shall be made from the accrued regular monthly union dues of each employee in the bargaining unit for whom authorization has been received, beginning with the pay for the first full pay period in the month following receipt of such authorization, provided that sufficient earnings remain to cover Union dues after all deductions required by law are made, and such dues deductions shall continue in like manner monthly thereafter, except as qualified in this Article.

04.10

The Union shall indemnify and hold the Company harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Company for the purpose of complying with any of the provisions of this Article.

05.00 SHOP STEWARDS/VISITATION

05.01

The Company agrees to recognize the Stewards and Chief Steward duly authorized by the Union to represent those employees covered by the terms of this Agreement. The number of Stewards and Chief Steward shall be in that number required by the Union to assure each employee in the Unit ready access to a Steward in his/her assigned work location. It is agreed this objective can be achieved with not more than twelve (12) plus the Chief Steward unless modified by mutual agreement of the Company and the Union.

05.02

The Union will notify the Company in writing stating the names of the Stewards, Chief Steward and the areas they represent. Any subsequent changes of Stewards will not be recognized by the Company until official notice is received from the Union. The Company will provide this information to each supervisor having authority over employees covered by this Agreement. The Union may post this information on the Union bulletin boards.

05.03

Subject to other provisions of this Agreement, reasonable and necessary time off from work during straight time work hours shall be authorized without loss of pay or benefits to permit Stewards and the Chief Steward to carry out their responsibilities under the grievance procedure to employees in their area of representation, providing the carrying out of these responsibilities will not unreasonably interfere with the assigned work duties of the Steward or the employee involved. The Union will ensure that the Chief Steward and Shop Stewards engage only in those activities which are authorized by this Agreement. Instances of alleged abuse or misuse of time by the Steward, or Chief Steward, shall be brought to the attention of the Union, who shall take the action necessary to correct the problem.

05.04

Recognizing the mutual benefit of resolving problems at the lowest level, an employee who has an alleged grievance may discuss the matter with the employee's Steward. The necessary time away from the Steward's / employee's official work assignment shall be arranged in a manner to minimize interruption of work flow. When the Steward finds it necessary to discuss a problem or labor-management disagreement with a unit employee and/or management official, the Steward shall request permission to leave his/her work assignment from his/her supervisor. Should the need arise for a Steward to enter another supervisor's work area, the Steward's supervisor will contact the supervisor of that area to establish a time for the Steward to enter the area. In each instance, the supervisor's permission will be granted unless he determines compelling work commitments dictate otherwise. If permission is initially denied, the supervisor shall establish an alternate time which shall be no later than the end of the employee's next work day, at which time the Steward can contact the employee. Stewards shall not handle any grievance arising outside of his/her assigned area of representation, except however, a Steward may represent the area of another Steward who is absent from work.

05.05

The scope of the Steward's activities on Company time shall be limited to the following:

- a. To consult with an employee regarding an alleged grievance or the presentation of a grievance for which the employee desires the Steward to be present.
- b. To investigate an alleged grievance or a grievance of record before presentation to the appropriate supervisor.
- c. To present an alleged grievance or a grievance to an employee's immediate supervisor in an attempt to settle the matter for the employee or group of employees who may be similarly affected.
- d. To meet with an appropriate supervisor or other designated representative of the Company when necessary to adjust grievances in accordance with the grievance procedure of this Agreement.

e. During an investigation in which it is determined by supervision that an employee may be subject to discipline, said employee shall be advised of his right to Union representation. If requested, his Shop Steward shall be provided.

f. To consult with the Chief Steward regarding a grievance or an alleged grievance.

05.06

Subject to existing security regulations, the Business Representative or other authorized Business Representatives of the Union shall have access to the Company's work areas during working hours for the purpose of investigating grievances that have arisen, attending meetings in accordance with the grievance procedure, and ascertaining whether or not this Agreement is being observed. Before doing so, he/she shall report to the Human Resources Administrator or other authorized Company Representative, who shall permit said Representative to enter the Company's premises, provided that such right shall be exercised reasonably and will not interfere with the normal conduct of the Company's operations. Authorized Business Representatives of the Union may be escorted by a Company Representative at all times they are on Company premises.

05.07

It is agreed that the Company shall not be required to pay an employee for any time that he/she is taken away from his/her work to serve the Union in any official capacity or to serve on any Union committee, except as provided in the Agreement.

05.08

The Steward shall be empowered to adjust employee grievances occurring under his/her jurisdiction as provided for in the grievance procedure, so long as such adjustments are not in conflict with the provisions of this Agreement.

05.09

Stewards and the Chief Steward shall be seniority employees of the Company selected from among those employees he/she represents.

05.10

The Company will provide office space to the Chief Steward for the purpose of carrying out his responsibilities under the grievance procedure and storing related records and equipment, provided there is space available.

06.00 NO STRIKE - NO LOCKOUT

06.01

It is expressly understood and agreed that the business of the Company is directly related to the important and vital work of the United States Government and that efficient and uninterrupted services must be furnished to those agencies who have need of and make use of the capabilities of the Company. Therefore, the parties agree that during the term of this Agreement:

- a. The procedure provided for herein, for the settlement of grievances arising under this Agreement, may serve as a means for the settlement of disputes that may arise between the Parties. However, nothing in this section, or any section of this Agreement, limits the Company's or the Union's right to seek and receive legal and equitable relief in the event of the breach of the no strike - no lockout provision, including but not limited to, injunctive relief prohibiting any lockout, strike, sympathy strike, sit down, work stoppage, stay in, slow down, refusal to work, picketing, or any other action which would interfere with any of the operations of the Company.
- b. The Union (its officers, and/or agents and/or members) shall not authorize, encourage, sanction, or take part in any strike, sympathy strike, sit down, work stoppage, stay in, slow down, refusal to work, picketing or any other action which deliberately interferes with any of the operations of the Company.
- c. Any employee or employees, individually or collectively, who shall cause, encourage, or take part in any violation of this article, or any activities prohibited by this article, may be immediately discharged, or subject to other disciplinary actions as the Company may unilaterally consider appropriate. Any such disciplinary action shall be subject to the grievance procedure and arbitration procedure as defined herein. If it is determined under the established grievance/arbitration procedure that such an employee did participate in such an action, in violation of this provision, the disciplinary action taken shall not be altered. If the decision under the grievance and arbitration procedure is that such an employee or employees did not participate in such acts, the redress shall be as determined by the grievance/arbitration procedure and limited to "making whole" the individual employee involved, if warranted.
- d. In the event of a violation of this article, the Union, (its officers, agents and members) individually and collectively agree that it will use its best efforts and end such prohibited conduct, taking actions including:
 1. Requesting through personal contact or meeting with employees that they comply with the Agreement and not take part in any such prohibited conduct.
 2. Immediately notify all employees in writing that such prohibited conduct is in violation of the Agreement.
 3. Requesting those employees violating this Agreement to return to work and/or otherwise fully comply with the terms of this Agreement.
 4. Make every other reasonable effort to have employees cease such acts as prohibited.
- e. The Company agrees that it will not engage in any lockout of employees during the term of the Agreement, providing the Union is in full compliance with the provisions of this article.

07.00 GOVERNMENT SECURITY/RESPONSIBILITY

07.01

The Company, all representatives of the Union having access to the premises, and all employees are required to comply with applicable Government security regulations when performing work for the Government. The Company and the Union agree that security information will be revealed only to persons properly cleared and required by the Government to have the information.

07.02

The Union and the Company recognize that employees covered hereby are performing services for the U.S. Government in U.S. Government facilities and by use of U.S. Government equipment. The Company is not authorized to maintain, modify, or repair such government facilities except as contractually directed.

07.03

The employee will be responsible for the reasonable care of customer and/or Company furnished equipment and will notify the Company of any sabotage, or willful damage to Company, customer or employee property or material. Employees who report accidents, or who damage Company, customer or employee property or material shall not be subject to disciplinary action, unless the accident or the damage is a result of a violation of maintenance, safety, or Company policies or procedures. All acts of sabotage and willful damage of such identified property will be subject to disciplinary action.

07.04

Where an employee's base access or Common Access Card is revoked and the employee is subsequently terminated, and it is later restored by the Federal Government within nine (9) months of revocation; the following will apply. The Company will reinstate the employee's employment (with an adjusted seniority date) into his/her previously held position at the time of termination, if a vacancy exists, or any lower available classification for which he/she is qualified and there is a vacancy, which has been posted externally for hiring purposes. The Company shall not be obligated to reinstate any employee whose base access was revoked as a result of circumstances otherwise justifying a just cause termination pursuant to the terms of this agreement. The Company will not be required to maintain a recall list of any such employee.

08.00 SENIORITY

08.01

New employees and those rehired after a break in continuous service as defined in Section 08.04 shall be in a probationary status until they have completed ninety (90) calendar days from the most recent date of hire. The Company may transfer, layoff, or discharge such probationary employees at will, and such action shall not be reviewable through the grievance procedure provided, however, that this provision will not be used for the purpose of discrimination.

08.02

Seniority is defined as the length of continuous service with the Company and previous contractors performing work on the T-34/T-44/T-6 Program at the U.S. Naval Air Station, Corpus Christi, Texas and shall be computed from the original date of hire except when seniority has been broken (as defined in 08.04 below), in which event seniority shall be computed from the last date of rehire. Seniority of all employees who have the same seniority date is determined in accordance with the last four digits of each employee's social security number, i.e., the lowest number has the most seniority, and when the four digits are identical, the next previous digit which is not identical will be the determining factor.

08.03

The Company and the Union may mutually agree on seniority dates for individual employees because of unique and special circumstances.

08.04

The seniority of an employee shall be forfeited and canceled and the employees' employment with the Company shall be terminated under the following conditions:

- a. Discharge for cause.
- b. Resignation.
- c. Failure by the employee to notify the Company of the employee's intention to return to work in response to a recall notification within forty-eight (48) hours after the receipt of such recall notice, and of the employee's return to work within fourteen (14) calendar days following the receipt of such notice.
- d. Failure to be recalled from layoff within eighteen (18) months following such layoff.
- e. Failure to report for work on the expiration of an approved leave of absence.
- f. Accepting other employment while on approved leave of absence without the prior permission of the Company.
- g. Absence from work for a period of three (3) consecutive workdays without reporting to the Company a reason for such absence.

08.05

Employees covered hereby who prior to the effective date of this agreement were transferred or promoted to positions within the Company, but not within job classifications covered hereby, shall retain, and accrue seniority hereunder, but shall not be construed as working under the terms of this agreement. Such employee shall retain his seniority in the position from which he was transferred for up to two (2) months after the effective date of this agreement.

- a. It is understood and agreed that employees so transferred after May 20, 1998, shall retain and accrue seniority for a period of up to thirty (30) calendar days from the date transferred out of the Bargaining Unit. Thereafter, said employees shall forfeit any seniority accrued or retained under this agreement.
- b. The Company will notify the Chief Steward when a Bargaining Unit employee transfers to a non-Bargaining Unit job.

08.06

The Company agrees to provide the Union with an updated seniority list each three (3) months. This list shall contain employees' names, classifications, employees' number and seniority dates as provided under 08.02. The Union has ten (10) workdays after receipt of this seniority list to notify the Company in writing of any errors.

9.00 NON-BARGAINING UNIT PERSONNEL

9.01

It is understood and agreed that non-bargaining unit personnel will normally not perform the work of employees covered by this Agreement, except under the following conditions:

- a. For the purpose of instructing and training employees.
- b. Under emergency conditions. The term "emergency" as used in this provision is defined to mean any unforeseen combination of circumstances which would require immediate action.
- c. Up to two (2) hours on any shift when an employee fails to report to work, and other qualified employees are not available in the classification on the shift in the overtime group. The two (2) hour time limitation may be extended by mutual agreement of the parties.
- d. Up to two (2) hours on any shift when supervising three or less employees (limited to the work that is performed by the employees being supervised). The two (2) hour time limitation may be extended by mutual agreement of the parties.
- e. When the work being performed is incidental to the job duties of a position not covered by this Agreement.
- f. When required to maintain their personal qualifications and proficiency or required for certification.
- g. Bargaining unit employees will not be required to train non-bargaining unit personnel except as required by the customer.

10.00 HOURS OF WORK

10.01

No provision of this Agreement shall be construed as a guarantee of any specified numbers of hours of work either per day or per week.

10.02

Eight (8) consecutive hours, exclusive of a meal period of thirty (30) minutes shall constitute a normal work shift. The company at its option may assign employees to odd work shifts with a compressed workweek consisting of ten (10) consecutive hours, exclusive of a meal period of thirty (30) minutes. Odd compressed work shifts shall consist of 7 consecutive days beginning with the start of third (3rd) shift on Sunday night. The normal compressed workweek schedule for employees assigned to odd compressed work shifts shall consist of any four (4) workdays with 3 consecutive days off. Odd work shifts when assigned will be administered in accordance with the Memorandum of Understanding covering the 4x10 odd work week schedule.

10.03

The workweek for payroll purposes shall consist of seven consecutive calendar days, beginning with the start of the third shift on Thursday night. The normal workweek schedule shall consist of any five (5) workdays with two (2) consecutive days off. The first (1st) and second (2nd) scheduled days off in an employee's workweek are counted as the sixth (6th) and seventh (7th) days of the week.

- a. Odd workweeks with an alternative work schedule are defined as a workweek schedule that does not take place Monday through Friday.
- b. Odd workweeks (both compressed workweek schedule and alternate workweek schedule) shall be established or eliminated at the Company's sole discretion and shall be offered to the senior employee(s) within the classification(s) in the overtime group(s) affected. In the event none of the employees want such assignment, the least senior employee(s) within the classification(s) in the affected overtime group(s) shall be assigned.

10.04

Work shifts shall be established as follows:

- a. The first shift will begin between 4:00 a.m. and 10:59 a.m. The second shift will begin between 11:00 a.m. and 7:59 p.m. The third shift will begin between 8:00 p.m. and 3:59 a.m.
- b. An employee's starting time shall be the same each day of the week, unless the employee voluntarily agrees to a change, or the Company provides seven (7) calendar days advance notice.
- c. Nothing in this article is intended to prohibit, limit, or restrict the Company's right to change the starting time of any shift within the time limits set forth above, or to assign employees to special/odd workweeks. The Company will provide seven (7) calendar days notice of such a change, which may be waived by mutual agreement between the Company and the Union.

10.05

The Company shall permit the employee to take a fifteen (15) minute rest period at a time scheduled by the supervisor that does not interrupt or delay the work performed during each half of the work shift which may be taken without loss of pay. Employees scheduled to work two (2) or more hours of overtime shall be entitled to a fifteen (15) minute rest period prior to the start of the overtime period and any scheduled rest periods on the shift the overtime is worked.

11.00 SHIFT ASSIGNMENT

11.01

The Company and the Union agree to the principle that shift preference consideration for available jobs in an overtime group should be given to the senior qualified employee in each classification in the overtime group. It is recognized, however, that it is impossible to operate a facility efficiently with senior employees in a particular classification in any one work center, shift, and/or location, and that seniority cannot be the sole determining factor in shift assignments.

Accordingly, and efficiency permitting, the following shall apply:

- a. Senior qualified employees from within the work center, who have made written application for transfer to another shift, shall have preference to available openings during the normal shift rotation. However, in the absence of written applications for transfer, the Company shall transfer from one shift to another shift the least senior qualified employees in any given classification to the available openings.
- b. For job openings that occur between normal shift rotations, senior qualified employees within that work center who have made written application for shift assignment shall be given preference to the available opening.
- c. In making shift changes other than those provided herein, the Company will consider requests for a change in shift from employees qualified to perform a job on another shift on a basis of shift bumping within an overtime group, and the changes permitted will be effective at the start of the third shift on the first Sunday in the months of February, June and October. The Company shall provide, and employees will forward to the Company a Shift Preference Form two (2) weeks prior to the above effective dates. Failure to present such form may result in the employee being placed on an undesirable shift if displaced under this article.
- d. In the event an employee changes his/her classification through the procedures outlined in Article 21.00 into another classification, the provisions of (c.) of this Article will not apply. The employee, at the Company's discretion, may be required to remain on the shift that the employee initially was assigned to when making the change until the next shift bumping period following the first three (3) months the employee is in the new classification.

11.02

The Chief Steward will be assigned to first shift in his classification for the period of time that he/she is elected to serve.

- a. Shop Stewards shall not be subject to shift bumping during the period of time that he/she is serving as such.

11.03

In the event an employee is on STD or LOA the employee shall remain on the shift held at the time of such occurrence upon return from such leave provided the employee does not displace a more senior employee within the same job classification.

12.00 OVERTIME

12.01

It is understood and agreed that the Company reserves the right to require employees covered by this Agreement to perform overtime work. When such overtime is required, employees involved will be given as much advance notice as is reasonably practical, but at least thirty (30) minutes notice prior to the commencement of the overtime. Employees shall receive notice by the end of his/her shift on Thursday for weekend overtime requirements. The Company shall post in writing notice of weekend overtime requirements in each of the respective work centers. It is, however, expressly understood and agreed that Customer/Government requirements as well as emergent requirements are from time to time levied, making the Thursday notice impractical or impossible to comply with. In these instances, the Company shall notify the Employees' as soon as practically possible of required weekend overtime including the posting of the weekend overtime requirements in each of the respective work centers.

12.02

- a. Overtime shall be paid at one and one-half ($1\frac{1}{2}$) times the straight time hourly rate for hours worked in excess of forty (40) hours in a work week.
- b. If less than forty (40) hours are made available during the employee's regularly scheduled five (5) day work week, then hours worked on the 6th day and/or 7th day will be at one and one-half ($1\frac{1}{2}$) times the straight time hourly rate.
- c. Overtime shall be paid at two (2) times the straight time hourly rate for authorized work performed on the seventh (7th) consecutive day of the employee's assigned work week, to the extent such hours exceed forty-eight (48) regular hours in a work week.

12.03

No overtime shall be worked except by direction of the proper supervisory personnel of the Company.

12.04

The Company agrees to offer overtime to qualified employees by shift, classification, and overtime group. To this end, the following procedure will be followed:

- a. Any specific job in process on a normal workday by an employee, or group of employees, which at the sole discretion of the Company requires overtime to be worked, such work shall be performed during the overtime assignment by those employees who have been performing the work in process at the end of the normal shift. It is understood the overtime assignment to such a specific job will be because it is the employee's normal assignment, and employees shall not be removed from such work and replaced by other employees with the intent of providing that employee with the overtime opportunity.
- b. When the Company determines that overtime work is required other than referenced in (a) above, overtime shall be offered by seniority on a rotational basis, (senior to junior) to qualified employees presently at work on the shift in the classification(s) and overtime group needed to perform the work. Should the senior employee decline the overtime the next senior employee will be offered the overtime work, this sequence shall be followed until the required number of employees is obtained. Should the required number of employees not be obtained in a voluntary manner because all employees presently at work decline to work the overtime assignment, the Company shall assign the work on a rotational basis working backwards from junior to senior employee. Failure to work this overtime assignment may result in disciplinary action up to and including discharge.
- c. In those cases where it is predetermined that overtime will be required, all qualified employees in the classification on the shift and in the overtime group shall be offered the overtime referenced

in (b) above. If the overtime is to be worked prior to the start of the employees normal work shift, the employees who are not scheduled off for that day shall be offered the overtime. Employees who are absent from work when overtime is offered may not be considered if they do not return to work prior to the time overtime is performed.

- d. At NAS Corpus Christi, Texas, employees shall be offered overtime in accordance with the procedure set forth above. If the Company determines that additional personnel are needed, it may obtain such employees from other overtime groups in accordance with (b) above.

12.05

Failure to work properly assigned overtime may result in disciplinary action.

12.06

An employee who is called in to work or who is scheduled and reports to work on the employee's sixth or seventh day of an employee's work week, will be paid the applicable rate for hours worked, or four (4) hours at the straight time hourly rate, whichever is greater.

12.07

The provisions of this article are intended only to provide the basis for calculation and payment of overtime and shall not be construed as a guarantee of any specific overtime hours per day or per week.

12.08

Employee's supervisor will document and employee will authenticate rejected overtime offered.

12.09

An employee who has not completed his/her probationary period will not be assigned any overtime unless all qualified senior employees in that classification, shift and overtime group have had an opportunity to work the overtime, and it is determined by management the probationary employee is qualified to carry out the responsibilities to be assigned to the overtime.

12.10

Overtime records will be available to the Steward for the area represented, or the Chief Steward, upon request.

13.00 WAGE RULES

13.01

The Company shall pay the scale of wages included in "Exhibit A" made a part hereof.

13.02

For the purpose of this Agreement, an employee's straight time hourly rate is defined as the employee's base rate as listed in Exhibit A, plus lead man/crew leader differential, and/or shift premium, or other such premiums agreed to as a part of this Agreement.

13.03

Employees promoted or temporarily assigned to a job classification assigned to a higher rate shall receive the rate of the higher job classification or continue at their present rate, whichever is greater. Temporary assignments to a job classification assigned to higher rate will be offered to the senior qualified employee on the shift in the work center affected. If temporarily assigned, they shall, upon return to their prior classification, assume the rate held prior to the temporary assignment.

- a. Employees temporarily assigned to a job classification assigned a lower rate shall continue to receive their present rate. This section is not applicable when an employee is assigned to a lower job classification under the provisions of 22.01 (b).

14.00 PREMIUM PAYMENTS

- 14.01 A shift differential premium of seventy cents (\$0.70) per hour will be paid to employees working on the second shift as defined in the Agreement.
- 14.02 A shift differential premium of eighty cents (\$0.80) per hour will be paid to employees working on the third shift as defined in the Agreement.
- 14.03 Employees assigned to Leadman classifications shall receive a premium payment of ten percent (10%) above their classification wage rate per hour.
- 14.04 Employees assigned to Crew Leader classifications shall receive a premium payment of seventy-five cents (\$0.75) per hour.
- 14.05
- a) Employees designated as Collateral Duty Inspectors will receive a premium payment of eighty cents (\$0.80) per hour.
 - b) Employees designated as Limited Collateral Duty Quality Assurance Representatives will receive a premium payment of eighty cents (\$0.80) per hour.
 - c) Under no circumstances will an employee receive premium payments under the provisions of both 14.05 (a) and 14.05 (b) simultaneously.
- 14.07 Employees designated as Non-Destructive Inspection (NDI) will receive a premium payment of fifty cents (\$0.50) per hour.
- 14.08
- Employees who break personal tools on the job that are required to perform the duties of their classification shall be reimbursed for the replacement/repair of the broken tool.
- Employees who have their personal toolboxes damaged at work will notify their manager of the damage. The manager will attempt to see if such damage can be repaired in Company workspaces. If a toolbox cannot be repaired on site, the employee will submit written proof of cost of repairs or receipt showing cost of replacement. The employee will be reimbursed for the documented replacement cost up to a maximum of \$1,000.00. Such replacement/reimbursement for a toolbox will be one time during the life of this agreement. Reimbursement shall be subject to:
- a. The tool being on the required tool list for the employee's classification.
 - b. Any manufacturer's warranty applicable to the specific broken tool.
 - c. A receipt of proof of purchase presented to the Company for the specific broken tool.
- 14.09 Employees designated as ordnance qualified shall receive a premium payment of thirty cents (\$0.30) per hour.
- 14.10 Employees designated as "Turn and Taxi" qualified shall receive a premium payment of fifty cents (\$0.50) per hour.

15.00 HOLIDAYS

15.01

The following ten (10) days are designated as holidays:

New Year's Day
Presidents' Day
Martin Luther King Jr's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

- a. In addition to the holidays listed above, if directed by the U. S. Navy, the Company will observe any holidays declared as a legal holiday and observed by the U.S. Navy at NAS Corpus Christi.
If there is such a holiday, employees shall be paid for the holiday provided that the Company is reimbursed for the holiday by the Government.

15.02

A full time employee who is on the active payroll on the holiday and has worked on the employee's last scheduled shift preceding the holiday, and the employee's first scheduled shift following the holiday, unless excused by the management, (excused does not include unpaid leave of absence, workers' compensation, or short/long term disability) shall be eligible for pay for such holiday.

15.03

Paid holidays shall be considered as time worked for the purpose of computing overtime payments.

15.04

For purposes of determining eligibility for holiday pay, paid time off, excluding paid time off under the Company's group insurance plan, shall be considered as time worked.

15.05

It is understood and agreed that the Company reserves the right to require employees to work on a holiday; however, every effort will be made to schedule as many employees off as possible.

15.06

Should any of the holidays authorized above fall on an employee's scheduled day off, or during an employee's vacation period, or a period in which an employee is on Paid Personal Time, except under the Company's Group Insurance Plan, the employee(s) will be paid at their straight time hourly rate or will be authorized an alternate day off with pay, if requested prior to the holiday. The alternate day off is to be taken at a time convenient to the Company within two (2) weeks before or after the holiday. Every effort will be made to schedule the employee on the day which he/she requests. An employee shall not receive vacation pay or paid personal leave in addition to holiday pay for the same day.

15.07

Holidays will be observed under the same schedule observed by military/government personnel located at NAS Corpus Christi.

15.08

Hours worked on a holiday shall be paid at two (2) times the straight time hourly rate in addition to the straight time pay for such holiday

16.00 VACATION

16.01

Each employee covered hereby shall accrue vacation credits as follows:

- a. For vacation purposes, the individual employee's anniversary date on the T34/T44/T6 contract is based on continuous performing similar work at NAS Corpus Christi and each anniversary date thereafter shall be the reference point for accrual of vacation.
- b. Employees with less than six (6) years of continuous service, as defined in 16.01 (a.) above, shall accrue one and fifty-four hundredths (1.54) hours of vacation per credited week. Eighty (80) hours of vacation may be accrued during the fifty-two (52) credited work weeks per year.
- c. Employees with six (6) but less than ten (10) years of continuous service, as defined in 16.01 (a.) above, shall accrue two and thirty-one hundredths (2.31) hours of vacation per each credited work week. One-hundred twenty (120) hours of vacation may be accrued during the fifty-two (52) credited work weeks per year.
- d. Employees with ten (10) years of continuous service, as defined in 16.01 (a.) above, shall accrue three and eight hundredths (3.08) hours of vacation per each credited work week. One hundred sixty (160) hours of vacation may be accrued during the fifty-two (52) credited work weeks per year.
- e. The number of vacation hours accrued in 16.01 b., c., and d., shall be the maximum number of hours which may be carried over from one anniversary year to the next.

16.02

For the purpose of accruing vacation credits and personal vacation credits for employees, a credited work week shall be defined as follows:

- a. A credited work week is defined as a week in which an employee is paid by the Company for time worked, holiday pay, jury duty pay, military pay differential, personal vacation pay, vacation pay, funeral leave pay or are on Workers' Compensation that does not exceed six (6) months.
- b. Absences that are compensated under Short Term Disability Insurance or Long Term Disability Insurance are not credited work weeks for vacation accrual.

16.03

For the purposes of determining eligibility for accrued vacation credits and personal vacation credits, vesting shall be defined as follows:

- a. The employee must complete their probationary period before becoming eligible for vacation. Vacation shall accrue on a credited work week basis and is available for use as accrued.
- b. The individual employee's anniversary date, as established under Article 16.01 (a.), and each continuous service anniversary date thereafter shall be the reference date for rate of accruing vacation.
- c. Employees shall retain vacation accrued until such vacation is taken.
- d. Vacation accrued in excess of the maximum allowed in Article 16.01 b., c., and d., must be taken by the employee by the employee's next anniversary date. If all excess vacation is not taken or scheduled by sixty (60) days prior to the employee's next anniversary date, the Company will schedule the excess time off.
- e. Vacation taken by the employee is deducted from the employee's unused vacation until such vacation is exhausted.

16.04 Vacation pay shall be computed at the employee's straight-time hourly rate at the time of vacation.

16.05

Employees who are terminated from employment, are laid off or who voluntarily terminate employment after submitting a two (2) week advanced written notice are eligible to receive pay in lieu of vacation for all accrued unused vacation and personal vacation.

- a. Employees who are temporarily laid off, may at their discretion retain their accrued unused vacation for a period of up to, but not to exceed thirty (30) days. At any time during the thirty (30) day period the employee may request in writing and be paid for his/her vacation pay. At the expiration of the thirty (30) day period the employee will be paid for any vacation time and personal vacation time that is owed to the employee at the time of the layoff.

16.06

Vacation must be requested no less than five (5) days in advance and will be approved or disapproved within two (2) days of receipt of such request, and insofar as practical, will be granted as requested by eligible employees. When conflicts in requested vacation periods arise, the employee having the greater seniority shall be given preference. However, an employee who has requested and had scheduled vacation approved will not be displaced by a more senior employee within sixty (60) calendar days of the scheduled start of the approved vacation.

- a. Vacation may only be scheduled on the employee's regularly scheduled work days and only for the amount of hours regularly scheduled on that day to a maximum of eight (8) hours per day, with the exception of compressed work weeks as stated in 10.02. Vacation may be taken in increments of one (1) hour.
- b. Vacation period of eight (8) hours or less must be requested a minimum of one (1) hour in advance and must be approved as outlined in 16.06 (c).
- c. Employees' requests for vacation leave must be approved by the Company before such leave is taken. Employees denied such approval, who subsequently fail to report to work as scheduled, will be subject to appropriate disciplinary action for unexcused absence.
- c. The maximum allowable length of vacation will be the amount of the employee's unused vacation at the end of the credited work week immediately preceding the vacation period requested.

16.07

All employees who have completed their probationary period shall accrue ninety two hundredths (0.92) hours of personal vacation per credited week. Forty-eight (48) hours of vacation may be accrued during the fifty-two (52) credited work weeks per year. A maximum one hundred and sixty (160) hours of personal vacation may be carried over from year to year

Up to six (6) days of personal vacation may be taken in on-half (1/2) hour increments on a same day call-in basis per calendar year, with the following conditions:

- a. An employee who is prevented from reporting for work by reason of sickness or injury, shall promptly notify the Company of his/her inability to report for work, giving the reason for the absence and when the employee expects to return to work in accordance with the procedure as outlined by the Company. Whenever possible, such notice shall be thirty (30) minutes prior to the start of the employee's shift, but no later than during the first hour of the shift if the employee is prevented from providing notice prior to the shift for a reason beyond the control of the employee. In a situation where the employee is delayed while enroute to work because of illness, sickness, injury, or an accident, such notice shall be as soon as possible. Failure to provide such notice as referenced above shall be considered as a no report, and such time absent for that day shall not be paid as Paid Personal Time.
- b. When an employee desires to utilize personal vacation for reasons other than illness or injury, such time off must be requested in advance for approval consideration by the Company.

16.08 In cases where records indicate probable abuse of personal vacation taken for illness or injury, the Company may require the employee to obtain a written medical verification of such illness or injury from a licensed physician prior to returning to work. Such medical verification will be required when the Company has given the employee prior written notice, with a copy to the Chief Steward, that the employee is considered to be an abuser of this article.

- a. For the purposes of this article, probable abuse of personal vacation by individuals shall be indicated by consistent absenteeism on a particular day or days of the week (i.e., consecutive Monday absenteeism) or consistent absenteeism following periods of overtime work.
- b. In cases where records indicate probable abuse of personal vacation taken by groups of employees, the Company may consider such abuse as cause for disciplinary action.
- c. For the purpose of this article, probable abuse of personal vacation by groups shall be indicated by an excessive number of employees being absent on a given day in a given work center or work centers resulting in a significant impact on production or flight schedules.
- d. Individuals who have an established pattern of "call ins" for personal vacation on specific days or around holidays will be considered in an unauthorized absence status regardless of the amount of vacation credit. Employees must have been notified in writing by Management (along with the Chief Steward) of a pattern absenteeism prior to the application this Section 16.08

16.09

Once approved, an individual's vacation period may not be changed or amended without his/her consent except in case of extreme emergency or as provided in 16.06 above.

16.10

When a holiday, as defined in this Agreement, falls within an employee's vacation period, such holiday hours shall not be charged as vacation hours.

16.11

It is understood and agreed that employees transferring to the contract after the date of ratification of the Agreement shall retain their most recent hire date of hire with the Company for the purpose of accrual of vacation credits.

16.12

Paid days of vacation and paid personal vacation shall be considered as time worked for the purpose of computing pay for overtime.

16.13

For the purposes of establishing service as provided under 16.01, employees transferred from the bargaining unit who return to the bargaining unit shall receive service credit for such time outside the bargaining unit.

17.00 BEREAVMENT LEAVE

17.01

Any employee will be granted time off with pay to attend the funeral of family members as follows:

- a. Four (4) workdays in the case of immediate family members defined as mother, father, or legal guardian, sister, brother, spouse, daughter, son, half brother, half sister, stepmother, stepfather, stepdaughter or stepson, mother-in-law and father-in-law.
- b. Two (2) workdays in the case of other family members limited to grandmother, grandfather, grandparent in-law, sister-in-law, brother-in-law, stepsister, stepbrother, spouse's grandparents, or grandchildren.
- c. The Company shall grant up to five (5) additional workdays off without pay in the event of death of members of the employee's immediate family or family as defined in 17.07a and 17.07b at the employee's request or the employee may use vacation or Paid Personal Time for which they are eligible.

18.00 JURY DUTY / WITNESS PAY

18.01

When employees are required to serve on jury duty, or to report to a court in person in response to a jury duty summons, or to report for jury examination, they shall be granted pay for their regular work shift, less any fee or other compensation paid to them by the court for such service for the work day that they were required to report and/or serve. The employee must furnish documentation from the court certifying the date(s) served.

- a. Pay for such time lost shall be computed at the employee's straight-time hourly rate. In no event shall payment be made for jury duty performed on the employee's regularly scheduled days off, holidays defined herein or for any hours in excess of eight (8) in any regular workdays or hours in excess of forty (40) in any workweek.
- b. To be eligible for payment of jury service pay, employees must notify their supervisor no later than the completion of their next regular work shift following receipt by them of such notice or summons. Further, they shall be ineligible to receive jury service pay until such time as they present to the Company a statement from an official of the court attesting to the date or dates of such jury service, and the fee or compensation paid to them therefore by the court, exclusive of transportation allowances.
- c. Any employee called for the above purpose(s) who is scheduled to work on the third (3rd) shift, shall not be required to work the night before he/she is to report and if selected as a Juror, the night of selection and shall receive payment as outlined above.
- d. Paid days for jury service shall be considered as time worked for the purpose of computing pay for overtime.

18.02

Employees responding to a subpoena as a Company witness are considered to be on paid time.

19.00 ABSENCE FROM WORK

19.01

Employees shall not leave work prior to the completion of their scheduled hours without prior permission from their supervisor.

19.02

Employees shall not be absent from work without prior permission from their supervisor except in cases of illness, injury, or reasons beyond the control of the employee. Giving a false reason for an absence shall be cause for disciplinary action up to and including discharge.

19.03

It is the duty of every employee who, for any reason, will be absent from work on a scheduled workday, or who expects to report for work late, to notify the Company of the reasons therefore, in accordance with the procedures outlined by the Company. Such notice shall be at least thirty (30) minutes prior to the start of the shift. In a situation where the employee is delayed while en route to work because of illness, sickness, injury, or an accident, such notice shall be as soon as possible.

19.04

Should an employee not have proper cause for failing to report for work, or failing to report on time or for failing to report the reason therefore as provided herein, such failure shall be considered cause for disciplinary action.

20.00 LEAVES OF ABSENCE

20.01

Limited unpaid personal leaves of absence may be granted by the Company upon request of employees who have completed their probationary period. Such leaves shall be for not less than five (5) work days and not more than thirty (30) calendar days. Requests for unpaid personal leave of absence must be made in writing and must receive approval by the Company. Accrued vacation must be used before any leave will be approved. A maximum of two (2) extensions may be approved by the Company. However, if the employee does not return to work after the personal leave of absence, the employee shall be terminated.

- a. Vacation credits and paid personal leave credits are not earned while on a leave of absence under the provisions of this article.
- a. Health insurance may continue for a maximum of ninety (90) days provided the employee pays his/her portion of the premium at least ten (10) days prior to the next month's insurance coverage.

20.02

Seniority shall continue to accumulate during the approved leave of absence. When an employee has been granted a leave of absence for a specified period of time, it will be the employee's responsibility to request an extension of such leave prior to expiration if additional time is required. All such extensions must have prior Company approval.

20.03

An employee on leave of absence for personal health reasons may return to work prior to or at the expiration of such leave upon the full written release of a licensed physician provided the employee is able to perform his/her assigned duties safely. Should the Company question the employee's capability to perform the assigned duties safely, the Company may have the employee examined by another physician, prior to returning the employee to work. If the physician selected by the Company and the employee's physician disagree, then the employee shall be examined by a third mutually acceptable physician and that physician's decision shall decide the employee's capability. Any such additional examination costs shall be incurred by the Company.

- a. While on leave of absence for personal health reasons, the employee shall notify the Company as to his/her potential of returning to work on a bi-weekly basis, except in those cases where the employee's physician has provided an expected date of return.

20.04

Employees shall be eligible for short-term disability leave for a maximum of 26 weeks, as provided in section 31.03. An employee will be classified as an inactive employee after exhausting twenty-six (26) weeks of Short Term Disability benefits. In the event the employee is released to return to work within twelve (12) months of the date of such inactivity and the employee has notified the company, in writing, of their ability to return to work as outlined in 20.03 above, the employee will be returned to the classification he/she held at the time such leave was taken providing their classification has not been abolished. If not released to return to work within twelve (12) months after the date of the inactivity, the employee shall be terminated.

- a. Health insurance will continue for employees who are on a leave of absence covered under Article 31.03 provided the employee pays his/her portion of the premium at least ten (10) days prior to the next month's insurance coverage.

20.05

The parties agree to be in compliance with the Family Medical Leave Act (FMLA) of 1993 as mandated by law.

- a. Seniority will accumulate during all paid FMLA leaves.
- b. No employee shall be required to utilize paid vacation for any FMLA absence for which the employee does not request to receive such pay.
- c. Employee(s) shall use all accrued Paid Personal Time before being placed on unpaid FMLA leave.
- d. The intent of this provision is to meet the requirements of the Family and Medical Leave Act (FMLA), the requirements of which will govern its application. Family Leaves of absence in excess of twelve (12) weeks during any twelve (12) month period may be granted by the Company at its sole discretion, in compliance with the FMLA, and only upon written request of the employee.
- e. To be eligible for a family and medical leave of absence, an employee must have worked for the Company for twelve (12) months (continuous or non-continuous) and worked at least 1,250 hours during the past twelve month period.
- f. A Family Leave of Absence, without pay, may be granted for any of the following reasons:
 1. The birth of a child
 2. The placement of a child with an employee for adoption or foster care.
 3. To care for a spouse, child or parent who has a serious health condition.
 4. Because of an employee's own serious health condition.
- g. FMLA leave for the reasons stated above may last for up to twelve (12) weeks during a rolling twelve (12) month period.
- h. Employees who return to work will be entitled to their former position or to an equivalent position unless they otherwise would be ineligible to return to work.
- i. It is recognized that if the Federal and/or State regulations should change during the duration of this agreement the parties will comply with such changes.

20.06

Leaves of absence without pay in workers' compensation injury or occupational disease cases will be granted automatically for the full period of temporary disability not to exceed twelve (12) months, and seniority will accumulate for the full period of such leave. If not released to return to work prior to the expiration of twelve (12) months the employee shall be terminated.

20.07

When leaves of absence are granted, the employee, upon return to active employment, will be returned to his/her classification on a job the employee is qualified to perform based upon seniority.

20.08

When an employee fails to return to work at the expiration of the approved leave of absence, or accepts gainful employment during the leave of absence without the approval of the Company, the employee shall be disciplined up to and including discharge at the option of the Company.

20.09

Any member of the Bargaining Unit shall, upon written request, be granted a leave of absence to pursue and serve in a local, state or federal elective political office. Such leave of absence will be

limited to a maximum of two (2) years. During such periods of unpaid leave, the employee shall retain but not accrue seniority.

20.10

An employee who has completed his/her probationary period, who is called to and performs short term active duty of thirty (30) days or less, including active duty training as a member of the United States Armed Forces Reserves or National Guard, shall be paid the difference between the employee's military rate and the employee's straight time hourly rate of pay for a period of up to ten (10) scheduled working days per physical year. The employee must present a copy of the employee's orders to the Company as soon as they are received by the employee. Upon return from active short term duty, the employee must present pay vouchers so that the calculation of the difference in pay may be computed. The employee will be given a leave of absence for, and will accumulate seniority during such period of service. Employees required to report for military training in excess of thirty (30) consecutive days or those called to active duty shall be reinstated in accordance with the USERRA. The parties to this Agreement shall comply with current applicable state and federal legislation regarding military service.

20.11

Leaves of absence without pay for Union business will be granted to Bargaining Unit employees who are employees of the Company not to exceed two (2) weeks, who are elected or appointed by the Union, to attend such functions as conferences, conventions, and union educational courses, provided at least five (5) work days advance notice is given in writing to the Company. However, not more than four (4) employees may be on such leave at any one time and of the four (4) employees, no more than one (1) will be from the same work center, unless mutually agreed with management.

20.12

Any member of the Union elected or appointed to a full time Union position shall, upon written request by the Union, be granted a leave of absence for Union activities for up to a four (4) year period. The employee will be granted extensions of not more than four (4) years if requested in writing by the Union prior to expiration of the initial (4) year period. Employees on such leave shall retain seniority. Not more than one employee shall be on such leave at any one time. A second employee may be granted a leave by mutual agreement. If the employee's pension and group insurance through the Company is to be continued, the Union or the employee shall be required to pay the full monthly insurance premium.

- a. When the activities for which such leaves of absence are granted shall cease, the Union shall immediately notify the Company in writing, and if application is made therefore within fifteen (15) days thereafter, such Union member will be given re-employment in a similar position, if same still exists, or a comparable position in accordance with his/her qualifications and seniority privileges, and applicable wage rate at the time of return to the active payroll.

21.00 PROMOTIONS/TRANSFERS

21.01

In order to provide maximum stability to ensure the even flow of operations, the security of all employees and minimize the possibility of layoffs, the Company may temporarily assign employees to other assignments on the contract.

- a. Due to the nature of the contractual work to be performed, employees may be brought in from other locations to perform specific short-term assignments at NAS Corpus Christi, Texas as the need arises not to exceed forty-five (45) calendar days, so long as there are no employees in the classification on layoff who are qualified to perform the assignments. Such actions shall not cause the layoff of any employee within the classification in the bargaining unit who is qualified to perform the work. The Company will meet with the Union and inform them of the reasons such actions are necessary. If the Union disagrees, the issue may be submitted by the Union to the grievance and arbitration procedure, providing there are qualified employees in the classification on layoff.

21.02

Job descriptions describe typical and normal requirements. These requirements are characteristic of the job and illustrate a level of difficulty of work and are not intended to list or describe all work operations or tasks done within the classification. These requirements do not fit all specific individual work assignments, and the description when written was stated so as to be broad enough to include all variations of work in the classifications.

The Company shall notify the Union of its intent to create a new job within the bargaining unit which is not now covered under this Agreement, or to revise the job duties of an existing classification within the bargaining unit. Provided operational requirements permit, such notice shall be given to the Union in advance of the implementation of such new job or revised job classification.

21.03

The wage rate for such new or revised job classifications shall be established by the Company. The Union may question the wage rate established, or the wording of the new or revised job description through the grievance and arbitration procedures, if the Union feels the wage rate is inappropriate, or the job description does not describe the classification.

21.04

When it is determined by the Company that a vacancy in a job classification covered by this Agreement exists and that such vacancy shall be filled, the Company shall submit a Requisition for replacement within seven (7) calendar days. If there are no qualified employees who are eligible for recall or reinstatement due to a reduction in force, the vacancy shall be offered to the senior qualified employee who has properly filed a Job Preference Form for the classification in the Personnel Department. If the senior qualified employee declines the position, it will be offered to the next qualified employee(s) in seniority order. To be given such consideration, an employee must have a Job Preference Form on file prior to the date of the requisition for the vacancy. Employees who have been offered the position are expected to respond no later than the end of their next scheduled workday. When selected, the employee shall be moved into the classification within sixty (60) days. The applicable pay increase will begin 30 after days or on the date of transfer whichever is earlier. Effective October 1, 2015, any Aircraft Washer who upgrades to plane captain and fails to qualify within 90 days will be returned to the Aircraft Washer position and be ineligible to upgrade to Plane Captain for three years. Effective October 1, 2015. Any Aircraft Issuer II who upgrades to Aircraft Issuer III and fails to qualify within 90 days will be returned to an Aircraft Mechanic position or other positional as applicable and ineligible to upgrade to Aircraft Issuer III for three years.

21.05

In order for an employee to have a Job Preference Form on file, the employee must meet the minimum requirements of the job classification. An employee may have up to three (3) Job Preference Forms on file at a time.

21.06

Employees are required to keep their personnel files up to date and may be required to provide documentation of their qualifications, experience and education.

- a. An employee shall not be considered for any vacancy until that employee has been in their current classification for a period of twelve (12) months or more, unless mutually agreed to by the parties on a non-precedent basis. This does not apply to employees affected within the preceding twelve (12) months by article 22.01.
- b. An employee may be considered for a lower rated classification after completing six (6) months in their current classification and only with the mutual agreement of the Company and the Union.
- c. After satisfying 21.05 above, an employee may move laterally to a vacancy in accordance with this article a maximum of once every twelve (12) months.

21.07

Job Preference Forms will be submitted to the Personnel Department who shall affix the date and time stamp to the form(s) and provide a copy of the stamped form(s) to the employee upon request. Form submitted shall be considered on file at the time of submission, however if review by management it is determined the employee does not meet the minimum qualifications the form shall be removed from the file. The Company shall review the form(s) as soon as possible, but not later than seven (7) calendar days after submission of the form(s). The Chief Steward shall be provided copies of all employee submitted Job Preference Forms properly submitted and determined to be qualified and eligible to be placed on file and those that are determined to be ineligible, or not qualified and withdrawn from the file.

21.08

The Company will notify the Chief Steward in writing when there is a vacant position within the Bargaining Unit and of the selection made.

21.09

In the event that all senior qualified employees with Job Preference Forms on file have declined the position or there are no Job Preference Forms on file for a vacancy within an established classification, the vacancy may be filled at the Company's discretion under the provisions of Article 26.01 or by new hire. Employees declining a preferred job position shall have their Preference Form pulled from the file.

21.10

The Company reserves the right to cancel any vacancy prior to the awarded employee assuming the duties thereof.

21.11

In the event the Company creates a new classification covered under the provisions of this Agreement, the Company will post the new Job Classification vacancy. Bargaining Unit employees may then forward Job Preference Forms to the Personnel Department within five (5) workdays of the posting to be considered for the vacancy.

21.12

The Company will notify the Union Chief Steward in writing within three (3) workdays when a temporary vacancy is filled and the reason for the temporary vacancy.

21.13

If there are no qualified employees from the classification on layoff status, or qualified employees who have previously been involuntarily displaced from the classification into a lower rated classification, temporary vacancies of not more than forty five (45) workdays may be filled at the Company's discretion under the provisions of Article 13.03 or Article 26.01, or by new hire. The forty-five (45)

workday limitation may be extended by mutual agreement of the parties on a non-precedent basis.

- a. Temporary vacancies created by an employee's leave of absence for personal health reasons, worker's compensation injury, or absence provided by the Family and Medical Leave Act of 1993 are not limited to the forty five (45) work days as referenced in 21.13.
- b. Should a temporary vacancy as described in this section become permanent, it shall be filled in accordance with Article 21.04
- c. Employees hired to fill a temporary vacancy under Article 21.13(a) who attain seniority will be allowed to submit Job Preference Forms.

21.14

An employee awarded a job vacancy shall be reclassified to the job classification as of the first day of work on the job, except as provided in Article 26.01

21.15

When an employee is awarded a transfer/promotion under the provisions of this Article and such employee fails to satisfactorily perform the duties of that job within a period of up to thirty (30) workdays after assuming the position, the employee will be returned to the classification last held prior to the award of such transfer/promotion provided the classification has not been abolished. The thirty (30) workday time limit may be extended by mutual written agreement of the parties. In the event the employee's previous classification has been abolished, he/she may exercise his/her bumping rights as defined in Article 22.00. Employees so returned shall not be given consideration for future vacancies in the same classification from which they returned for a period of six (6) months, at which time they must present evidence of additional qualifications to be considered for future vacancies in that same classification.

21.16

Nothing in this Agreement shall be construed to prevent an employee from performing work which is below his/her classification when required to do so by the Company provided the employee meets the Job Classification qualifications of the work assigned. Such an employee shall not suffer a reduction in pay.

21.17

When it is determined by the Company that a vacancy in a Leadman or Crew Leader position covered by this Agreement exists, such vacancy shall be offered by seniority to qualified employees who currently occupy the highest classification of the work center affected.

- a. Temporary vacancies in Leadman or Crew Leader positions shall be filled by offering the positions to the senior qualified employee(s) within the affected work center(s), classifications and shift(s). Such temporary assignment(s) shall not exceed forty-five (45) workdays unless extended by the mutual consent of the parties.
- b. Temporary vacancies created by a Leadman or Crew Leader's leave of absence for personal health reasons, workers' compensation injury, or absence provided by the Family and Medical Leave Act of 1993 are not limited to the 45 workday limitation in 21.17(a).

21.18

When it is determined by the Company that one (1) or more employees of a classification are to be transferred from one overtime group to another, the transfer will be offered to the senior employee(s) volunteering from within the classification(s) in the overtime group affected. In the event that an insufficient number of the employees volunteer to be transferred, the least senior qualified employee(s) within the classification(s) in the affected overtime group shall be transferred.

22.00 LAYOFF / RECALL / REDUCED WORKLOAD

22.01

In the event of layoff:

- a. Employees in their probationary period, as defined in this Agreement, in the job classification affected shall be laid off first, on the condition that the remaining employees are qualified to perform the work.
- b. Thereafter, seniority employees in the affected classification having the least site seniority will be laid off. Employees so laid off from the classification may bump the least site senior employee(s) in equivalent or lower rated classifications, provided they are qualified to perform the duties of the classification. Where possible, displaced employees will bump the least senior employee in the classification where they are qualified and have most recently demonstrated ability, provided that the displaced employee has the seniority to bump an employee in that classification.
- c. An employee who has taken layoff rather than exercise site seniority to displace a junior employee in a lower rated classification, shall not be permitted to exercise recall and/or seniority rights to displace another employee who remained at work after such employee had elected layoff.
- d. At least two (2) working days prior notification will be given to affected seniority employees being placed on layoff. This notification shall apply only if the Company has had such prior notification and shall not apply where such reduction in force and lack of notification is beyond the control of the Company.

22.02

When it is necessary to effect a cancellation of operations for reasons beyond the control of the Company, including a government furlough, for a temporary period up to and including five (5) work days within a thirty (30) day period, employees in the classifications affected shall be temporarily laid off in accordance with their seniority. The employees affected shall have the option to use Paid Personal Time, vacation or take time off without pay.

- a. If the Company is prevented from working as a result of government edict, or the base is closed due to an act of god, the Company will reimburse employees for time missed, provided the Company is so reimbursed by the customer.
- b. If an employee elects to use Paid Personal Time or vacation under the provisions of this article, the employee will be credited with the corresponding amount of paid personal time or vacation time used during the event, provided that the Company is reimbursed by the customer. Under no circumstances will an employee be paid twice, such as through a combination of entitlement time and customer reimbursement.

22.03

For the purpose of recall, recall will be offered by seniority to qualified employees who have been laid off or displaced from the following:

- a. the classification being recalled, or
- b. a classification equally rated to the classification being recalled, or
- c. a classification rated higher than the classification being recalled, prior to complying with Articles 21.04 provided they are qualified to and can satisfactorily perform the duties of the job without additional training in the classification which is being recalled.

Employees on layoff or employees who have been displaced under the provisions of this article who decline such offers will have no further recall rights to the classification.

22.04

Notification of openings for reemployment shall be given by the Company by registered or certified mail to the last recorded mailing address furnished by the employee. A copy of such notice shall also be sent to the Union. In order to preserve his/her recall rights, the employee must notify the Company of his/her intent to return to work within seventy-two (72) hours of receipt and must report to work within fourteen (14) calendar days after receipt. If the employee does not respond as required by this article, the next employee may be recalled, the notified employee's recall rights shall be forfeited, and the chief steward will be notified by the Company.. If no qualified employee remains, a new employee may be hired.

22.05

Failure of the employee to keep the Company advised in writing of his/her current correct address shall relieve the Company of the obligations of this article.

22.06

Should an employee fail a medical examination required for a particular job, and as a result thereof, is unable to perform the duties of his/her job classification, the employee will be offered assignment to perform other work which he/she has the qualifications and seniority to perform or be laid off in accordance with article 22.00 due to lack of work. In the event the employee elects such reassignment, he/she will assume the rate of the new job classification.

22.07

Any employee who reports for work on his/her regular shift and there is no work available shall, except when such lack of work is due to an Act of God, sabotage, national emergency, or other circumstances beyond the control of the Company, receive a minimum of four (4) hours pay at his/her straight time hourly rate.

- a. If possible, the Company will make an attempt to notify an employee prior to the employee reporting to work if there is not any work available due to the conditions as specified in this Article.
- b. The Company will maintain an up-to-date Employee Telephone List in maintenance control and the Administration Office to ensure that employees will be contacted for the purpose of recall, notification of extra work and/or overtime, or lack of work.
- c. It is the employee's responsibility to notify the Company of any change in his/her telephone number.

22.08

In the event the Company requires a temporary shutdown or reduction in the scope of its operations, it will allow eligible employees to take vested vacation, Paid Personal Time or leave without pay during such periods at the option of the employee. Employees who are not eligible for vacation benefits or Paid Personal Time benefits will be considered on non-paid leave during such periods.

22.09

Should conditions occur beyond the control of the Company to cause a reduction in work available on an employee's shift, in his work center and classification, the Company may give the affected employees the option to do other work or take time off. The employees affected shall have the option to use Paid Personal Time, vacation time, or take time off without pay. Under this specific condition only, vacation or paid personal time may be approved for less than one hour. Vacation or paid personal time may be used to give an employee the pay equivalent to a normal work day.

23.00 DISCHARGE AND DISCIPLINE

23.01

It is understood and agreed the Company may discipline or discharge any employee covered hereby for cause. Should an employee feel such action improper and in violation of the employee's rights under this Agreement, the employee shall be extended all the rights and privileges accorded by the grievance and arbitration procedures contained herein, provided the employee has completed the probationary period defined in the seniority article of this Agreement.

- a. A letter of warning, reprimand, suspension or discharge shall be removed from the employee's file and shall no longer have any future effect if it has been found through the grievance and/or arbitration procedure to have been unjustifiably issued.
- b. A letter of warning or reprimand shall be removed from the employee's file after a period of twelve (12) months from the date of issue.
- c. A letter of suspension shall be removed from the employee's file after a period of twenty-four (24) months from the date of issue.
- d. The Company has the right to establish work rules and regulations, not in conflict with the terms of this Agreement, with such additions and revisions thereto, as are made by the Company. Employees shall be subject to such rules and regulations and any violations shall be considered cause for disciplinary action.
- e. The union will be notified of any new or revised rules and regulations in advance of the implementation of such new/revised work rule or regulations. The extent of any penalty levied against an employee for an alleged violation of the rules and regulations is subject to the grievance procedure
- f. It is understood and agreed that any disciplinary action issued to an employee by the Company shall be issued within ten (10) calendar days following knowledge by the Company of the occurrence of the alleged violations. The above specified time limit may be extended by mutual written agreement of the parties.
- g. Letters of reprimand and suspension once removed from an employee's file shall not have any future effect on discipline

23.02

Any employee who defaces adds to or writes over any general notices or bulletin, or posts unofficial bulletins or any notices that are vulgar or offensive shall be subject to discipline up to and including discharge.

23.03

Failure to follow established safety procedures, to utilize required or provided safety equipment or protective clothing; or to commit unsafe acts are considered cause for disciplinary action up to and including termination.

23.04

In all cases of discharge, suspensions, or where written warning or reprimand notices are given to employees of the bargaining unit, the Chief Steward will receive a copy of said notices. In all cases where an employee is being discharged, suspended, or will be receiving a written warning notice or written reprimand, the employee shall be advised of his/her right to Union representation and may request the presence of his/her Union Steward, or in the case of suspension or discharge, the Chief Steward. Such requests will be honored by the Company. In cases involving suspension or discharge, the employee shall be provided a reasonable amount of time to discuss the matter with his/her Steward, or the Chief Steward, prior to leaving the premises, except in cases where a Steward or the Chief Steward is not available at the site, or the continued presence of the employee is disruptive.

23.05 In cases of layoff, dismissal, or suspension, the employee and the Chief Steward shall be given a copy of the notice, as applicable if the employee is available to be presented with such copy. If the employee is not available, a copy of the notice will be sent to the employee by certified or registered mail to the employee's last known address and a copy shall be given to the Chief Steward. The employee shall have the right to appeal the action shown on the notice, provided the employee files a written grievance with the Company in accordance with the grievance procedure of this Agreement.

23.06

Progressive discipline will be issued in accordance with Appendix A and B.

24.00 GRIEVANCES

24.01

It is the intent of the parties to this Agreement that the procedure provided herein for the settlement of grievances shall serve as a means for the settlement of all disputes that may arise out of or regarding the interpretation and application of this Agreement. The term "grievance" as used in this Agreement means any dispute arising out of or regarding the interpretation, application, claim of breach or violation of a specific and designated article and section of this Agreement.

a. STEP ONE

Any grieved employee, with the employee's Steward present, shall present the employee's grievance verbally to the supervisor involved within six (6) workdays following the date the grievant or the Union was aware of the condition or occurrence upon which the grievance is based. An employee having a grievance will be given a reasonable amount of time, during working hours to take the grievance up with the employee's Steward without loss of pay. The supervisor, to whom the grievance was presented verbally, shall respond within five (5) workdays following the meeting with the employee and the Steward on the grievance.

b. STEP TWO

If a satisfactory resolution cannot be reached as provided under Step 1, the grievance shall then be reduced to writing on a form furnished by the Company and presented to the division manager within five (5) workdays following receipt of the answer of the supervisor referenced in Step 1, or if the supervisor referenced in Step 1 does not respond to the grievance within the five (5) workdays referenced above.

The division manager will provide a written answer to the Steward within five (5) workdays after receipt of the written grievance. During the five (5) workday period in which the division manager has to submit the written answer, either party shall have the right to request a meeting to further discuss the details involved in the grievance, attempting to arrive at a mutually satisfactory resolution. The grievant, Steward, and the persons as designated by the Company, shall attend this meeting. Such meeting shall be held during working hours, and no loss of pay shall be incurred.

c. STEP THREE

If a satisfactory resolution cannot be reached as provided under Step 2, the Union Chief Steward, or his designee, may submit the grievance to the Human Resources Administrator within five (5) workdays following the receipt of the answer referenced in Step 2. If an answer has not been received under Step 2 within five (5) workdays following the meeting, the Union Chief Steward may submit the grievance to the Human Resources Administrator.

A meeting shall be scheduled by the Human Resources Administrator or designee to discuss the grievance within five (5) workdays following submission of the grievance by the Chief Steward. The Human Resources Administrator shall submit a written answer to the Chief Steward within five (5) workdays after the meeting is held. The grievant may also be requested to attend such meeting if it is felt necessary by the Company or the Union. Such meeting will be held during working hours and no loss of pay shall be incurred by Chief Steward. A representative of the International may also be present if requested by the Chief Steward, or the Chief Steward's designee, or by the Company. The parties shall have the authority to resolve the grievance or appeal it to arbitration, providing such appeal to arbitration is submitted to the Company by rejection of the answer as provided under Step 3 within ten (10) workdays following receipt of this answer.

24.02

It is understood and agreed that any of the steps of the grievance procedure may be waived and/or any of the time limits extended by mutual written agreement of the parties.

24.03

In cases involving discipline which involves suspension or discharge, Section 24.00 (a), Step 1, and Section 24.00 (b), Step 2, will be waived upon request and the matter taken up within two (2) workdays of the action with the Human Resources Administrator.

24.04

It is understood that the Chief Steward may file grievances on behalf of the Union's interests under this Agreement. Therefore, if a grievance pertains to the Company's interpretation of the intent and purpose in the application of a specific article and section of this Agreement, the grievance may be filed by the Chief Steward in behalf of the Union. Further, if a grievance relates to policy and affects numerous employees, the grievance shall be consolidated and filed by the Chief Steward in behalf of a group of employees. Otherwise, grievances shall be filed and signed by the employee involved or affected.

24.05

The International Representative and the Company's Manager of Labor Relations or designee shall meet and discuss any grievance that is not resolved per Step III of this grievance procedure and determined to be scheduled for arbitration by either party.

25.00 ARBITRATION

25.01

There shall be no grievances presented to arbitration until all steps of the grievance procedure have been utilized, except as provided in Sections 24.02 and 24.03 of the Grievance Procedure. All such grievances shall be considered as settled on the basis of the last Company answer and not subject to arbitration unless either party (Union or Company) first serves written notice of intention to arbitrate upon the other party within ten (10) workdays after receipt of the Company answer at the final step of the grievance procedure.

25.02

If, within ten (10) workdays from the time of such notice given as provided in Section 25.01 of the Article, the parties cannot agree on a settlement or an adjustment of the dispute, then the party filing the grievance shall request the Federal Mediation and Conciliation Service (FMCS) to submit a list of seven (7) names from which the arbitrator shall be chosen within ten (10) workdays after receipt of such list. The names contained on the list shall be stricken in turn until one (1) name remains, and that person shall become the arbitrator.

25.03

Both parties agree that they will continue to make every effort to attempt to resolve any issue before them during the period of time before it is actually heard by the arbitrator.

25.04

The arbitrator shall not have the jurisdiction or power to add to, subtract from, modify, alter or change any of the terms of this Agreement or any other terms made supplemental hereto, or arbitrate any new provision into this Agreement. The arbitrator's authority is to interpret and apply provisions of this Agreement. The arbitrator shall be bound entirely by the records presented in the form of evidence and argument.

25.05

In no event shall the Company be penalized or in any way liable for any monetary award or grievance settlement prior to thirty (30) days preceding the date of the filing of the grievance. Any monetary award shall be limited to the actual loss in this thirty (30) day period incurred by the grievant, less such other compensation, including wages, commissions, workers' compensation, and unemployment compensation, as the grievant may have received or which may be due to the grievant for the designated award period.

25.06

The parties will jointly submit a signed statement setting forth the issue or issues to be decided by the Arbitrator, the specific contract violations and the remedy sought. The issue or issues shall be the sole matter to be decided by the Arbitrator. Should the parties fail to agree upon the issue, each party may submit a separate statement of issues it considers in dispute and the Arbitrator shall determine at or before the hearing the issue or issues to be arbitrated.

25.07

The parties reserve the right to file post-hearing briefs within thirty (30) days of the arbitration. The arbitrator shall render his/her decision within thirty (30) days of receipt of the briefs or the close of the proceedings if the parties waive the right to file post-hearing briefs. The arbitrator's decision or award shall be in writing and should reveal the reasoning and grounds on which it is based. The award shall be delivered or mailed to each party.

25.08

The decision of the arbitrator, within the purview of the arbitrator's authority, shall be final and binding on all parties.

25.09

The parties agree that either party may be represented at arbitration hearings as they may choose and designate. Evidence may be presented either orally or in writing or both.

25.10

Each of the parties will assume the expenses of presenting its case including the compensation and other expenses of witnesses called or summoned by it.

25.11

All fees and expenses of the arbitrator shall be paid equally by both parties.

- a. In cases of cancellation that do not involve a compromised settlement by the parties, the party requesting cancellation shall pay all fees or costs of the arbitrator for such cancellation. In cases where the cancellation is a result of a compromise settlement by the parties, fees or costs of the arbitrator for the cancellation shall be shared equally by the parties.

26.00 TRAINING

26.01

As determined by the Company, bargaining unit employees may be transferred to other assignments within the bargaining unit for the purpose of direct training of employees in the operation and/or maintenance of the aircraft and/or equipment involved.

- a. Employees within a classification will be offered training by site seniority in accordance with the Company's needs.
- b. If an employee is transferred by the Company for direct training purposes to a job paying a higher rate, the employee will continue to receive the pay rate being paid the employee prior to the date of the assignment, until qualified.
- c. The Company will determine the need and the number of employees to be so trained and will arrange such direct training as appropriate.

26.02

In the event of a reduced workload in a work center and/or classification, the company may at its option arrange direct training of affected employees in other work centers and/or classifications. Such direct training will be offered by site seniority.

26.03

In the event there are no qualified in-house applicants or qualified outside applicants for a vacancy, the Company may elect to train non-experienced/qualified employees for the vacant position as follows:

- a. The Company will determine the number of employees to be in a training status, in a classification, work center, or shift at any given of time.
- b. When the Company determines that training is appropriate the position will be posted for training and the senior non-qualified applicant who submits a request for transfer for the training vacancy will be selected.
- c. Training will be limited to 30 workdays. The training period may be extended at the request of the affected Division Manager. Training positions requiring turn and taxi certification will be allowed 60 work days.
- d. An employee's training may be interrupted or canceled at any time for legitimate business reasons at the discretion of the Company.
- e. The trainee's capability to successfully perform the job/tasks will be evaluated during and at the completion of the training period and a decision will be made by the responsible Division Manager.
- f. Vacation and PPT for personal reasons will be counted as training workdays. Absences due to reduction in work will not be counted as training workdays. Workdays of four (4) hours or more will count as a full training day.
- g. Employees who voluntarily terminate training will not be eligible for future training for a period of eighteen (18) months. Employees who fail to achieve qualification within the prescribed time limits will not be eligible for future training for a period of twelve (12) months.
- h. Employees assigned to training will not be reclassified or receive the wage rate of the training classification until they satisfactorily complete training and are fully qualified according to the Division Manager.

- i. The Company reserves the right to replace or not replace employees in training when trainees fail to meet qualification requirements or voluntarily/involuntarily terminate training.
- j. Training will not be considered for Survival Equipment Technicians, Avionics Technicians, or above Aircraft Mech I classifications.

27.00 SAFETY / SAFETY EQUIPMENT

27.01

It is the intention of the Company to maintain safe and healthful conditions as is necessary to protect employees from injury. It is the desire of the Parties to this Agreement to maintain high standards of safety in the operations of the Company in order to eliminate, as far as possible, industrial accidents and illnesses.

- a. In the interest of maintaining high standards of safety, the Union Safety Representative will work in harmony with the Site Safety Coordinator and Site Management to eliminate accidents and safety hazards.
- b. The Union Safety Representative will be assigned to 1st shift and be a permanent member of the Site Environmental, Health, and Safety Committee and will participate in site safety audits with the Company Safety Manager or his designee.
- c. The Union Safety Representative will obtain permission from his/her supervisor prior to utilizing paid Company time for any safety related function or duty.

27.02

The Company shall make available foul weather gear to those employees who are required to perform work outdoors. The type of foul weather gear provided will be as follows:

- a. Rain coats and pants will be made available to employees required to perform outdoors when needed.
- b. When provided by the Government, steel toed rubber boots will be made available to employees assigned to the wash rack and the strip and paint crew.
- c. Should any additional safety equipment or protective clothing be required by the Company or the Government after ratification of this Agreement the Company will provide same.

27.03

Effective October 1, 2015, and once per calendar year thereafter, the Company will issue a voucher and/or reimburse each employee required to wear safety shoes up to one hundred forty dollars (\$140.00). Each employee permanently assigned to the Flight Line Work Center 300, 340, 330, 330B, and trouble shooters may receive two (2) pairs of steel toed safety shoes, each year as needed. A receipt must be presented to the Company in order to be reimbursed.

27.04

Effective April 28, 2014, the Company will reimburse the employee for prescription safety glasses up to a rate of one hundred five dollars (\$105.00) per occurrence twice during the term of this agreement. This benefit is in addition to the safety glasses referred to in the Vision Plan contained in Article 31.00 and Exhibit B, for those employees who have elected to participate in the Medical Plan. A receipt must be presented to the Company in order to be reimbursed.

27.05

First aid kits will be maintained in each Tool Room, Maintenance Control, Supply Warehouse, and Corrosion Control. Said kits will include insect repellent among the items supplied.

28.00 UNIFORMS

28.01

Employees will be required to wear the uniforms designated by the Company. The cost of such required uniforms shall be incurred by the Company.

28.02

Any cost incurred due to an employee's decision to change the material, cut, add an approved Union shirt sleeve patch, or to obtain additional uniforms above what is furnished in 28.03 below, will be the sole responsibility of the incurring employee.

28.03

During the month of October of each year, the Company will provide the employee his/her choice of the following that will equal six (6) sets of uniforms at hire and thereafter replacements as needed:

- a. Uniform pants (long and/or short)
- b. Uniform t-shirts
- c. Uniform shirts
- d. Uniform coveralls (1 set of coveralls equals 1 shirt + 1 pant).
- e. Uniform jacket or one (1) jacket with winter liner or one (1) insulated coverall.

28.04

Female employees in the clerk, librarian, and aircraft issuer classifications may substitute wash and wear skirts for wash and wear pants.

28.05

Approved Company caps, and approved Union provided caps may be worn in accordance with all applicable safety restrictions and Government regulations.

29.00 BULLETIN BOARDS / DISTRIBUTION

29.01

There shall be no distribution or posting by the Union or by employees of political materials in support of or against any candidate or issue, or any other notices, literature or advertisements without prior approval of the Human Resources Administrator other than herein provided.

29.02

The Company agrees to provide space for not more than thirteen (13) Union owned bulletin boards for the exclusive use of the Union at appropriate places in the work site for the purpose of posting legitimate Union notices. Legitimate Union notices are defined as:

- a. Notices of meetings.
- b. Notices of official Union elections and results.
- c. Notices of official Union appointments.
- d. Official notice of Union recreational and social events.
- e. Official correspondence between the Union and the employees.
- f. Other notices which are specifically approved in writing by the Human Resources Administrator.

29.03

The Company agrees to provide the appropriate space for thirteen (13) Union purchased and owned bulletin boards in locations that will be mutually agreed upon between the parties.

29.04

The Company will attempt to provide alternate space for the Union Bulletin Board(s) in the event space cannot be provided in the agreed place(s) due to circumstances beyond the control of the Company. The alternate location(s) must also be mutually agreed upon by the parties.

30.00 PAYCHECKS

30.01

The Company agrees that employees will receive their paycheck no later than their scheduled lunch period on the Thursday of the calendar week immediately following the close of the pay period.

30.02

Employees working on the second and third shift will receive their paycheck no later than one (1) hour before the employee's designated quitting time on the shift that begins on Wednesday immediately preceding the Thursday on which the pay is due.

30.03

Employees who are not working on the above days may make prior arrangements with the supervisor in the work center to pick up their check. Otherwise, checks may be picked-up between the hours of 1300 and 1500 on that Thursday in the Payroll Department.

30.04

Paychecks not available, as stated above, due to reasons beyond the Company's control, will be distributed as soon as possible when received

31.00 GROUP INSURANCE

31.01 Group Benefits for Employees on Active Payroll

The Company will provide access to medical, dental and vision coverage for eligible employees and for covered dependents of eligible full time employees as outlined in the Summary Plan Descriptions (SPDs). The Company will offer basic group life, accidental death and dismemberment, weekly disability benefits and voluntary supplemental life insurance for eligible employees as provided for below. All benefits coverage will be provided the first day of the month after completing thirty (30) days of employment.

As these Plans are provided by outside vendors and/or are Company-wide Plans, the Company may find it necessary or desirable to amend, revise or replace some or all of the Plans during the life of this Agreement between the Parties. Should this occur, the Company will immediately advise the Union of such changes and will meet as soon as possible with the Union to negotiate the effect of such changes on the employees covered by this Agreement.

31.02 Life and Accidental Death and Dismemberment (AD&D) Insurance

The Company will provide basic term life insurance at \$40,000 per employee and basic AD&D insurance at \$40,000 per employee.

In addition to the Company provided Life Insurance and AD&D, the Company will make available a plan for employees to purchase at group term rates, optional employee supplemental life, AD&D and dependent life insurance. Employees may choose to elect this coverage annually during open enrollment. Required contributions for this coverage will be provided to employees during the open enrollment period.

31.03 Short Term Disability Insurance

The Company will provide employees with Short Term Disability insurance (STD) which covers 75% of weekly earnings. STD payments will begin on the eighth day of an injury or illness, and will continue up to a maximum of 26 weeks.

31.04 Long Term Disability Insurance

The Company will make available a plan under which employees may purchase long term disability insurance (LTD) to cover 60% of their base pay (up to \$3,000 per month), in the event of a lengthy disability. Pre-existing conditions are subject to a one-year wait period. Employees may choose to elect this coverage annually during open enrollment. Employees will be provided the cost of such coverage during the open enrollment period.

31.05 Company Provided Medical Coverage

The Company will, during the life of this Agreement, maintain and contribute to the cost of healthcare insurance for bargaining unit employees who elect coverage. Healthcare insurance is defined as medical, prescription, vision and dental plans offered by the Company. The medical plan shall be offered as outlined in the Summary Plan Descriptions (SPDs). In addition, the Company will provide employees with a dental plan and a vision plan as outlined in the applicable Summary Plan Descriptions.

For the purpose of this Agreement, the full time bargaining unit employee's bi-weekly contribution for healthcare insurance with Choice Plus Medical Plan will be:

31.06 Details and Method of Coverage

The Group Benefits summarized in this Article shall be procured by the Company under contracts and/or administration agreements with insurance companies or health care contractors which will be in the form customarily written by such carriers and administrative agents, and the Group Benefits outlined shall be subject to the terms and conditions of such contracts and/or administrative agreements, consistent with the summary contained in such plan's Summary Plan Description (SPD).

Such contracts and/or administrative agreements may require the carriers and/or administrative agents to develop various packages or benefit designs to contain costs. Such decisions may be based on those portions of the Group Benefits Package which contain the requirement that charges are covered only on the basis of medical necessity. Such cost containment programs or procedures may be utilized to determine the medical necessity of the treatment itself, the appropriateness of the services provided, or the place of treatment or the duration of treatment. The carriers or administrative agents and the Company will announce each such program or procedure before it is required or available to the affected employees. Any such cost containment Package will not operate to reduce the benefits of the Package to any covered person or to shift the costs covered under such Package to the covered person. The failure of an insurance company or health care contractor to provide for any of the services or benefits for which it has contracted shall result in no liability to the Company, nor shall such failure be considered a breach by the Company of the obligations which it has undertaken by the Agreement. However, in the event of such failure, the Company shall immediately attempt to provide comparable benefits coverage. The failure of the Company to provide comparable benefit coverage will be subject to the grievance and arbitration procedures of this Collective Bargaining Agreement.

31.07 Administration

Group Benefits, as defined in this Article, shall be administered by the insurance companies, health care contractors or administrative agents with whom the Company enters into contractual relationships for the purpose of providing and/or administering the coverage contemplated by this Article and no question or issue arising under the administration of such Group Benefits or the contracts and/or administrative agreements identified therewith shall be subject to the grievance procedure or arbitration provisions of Article 24 of this Agreement.

The Group Benefits outlined above are intended to provide an easy-to-understand benefits summary. A complete description regarding the terms of coverage, exclusions and limitations including legislated benefits, will be provided in the Summary Plan Descriptions (SPDs). If any conflict arises between the outline and the official plan documents, the official plan documents will always govern. Employees do not gain any new rights because of a misstatement in or omission from the outline, included in this Article

31.08 Copies of Policies to be furnished to the Union

Copies of all relevant Plan Documents and Summary Plan Descriptions (SPDs) executed pursuant to this Article 31.00, Group Insurance, shall be furnished to the credentialed Union Representative. The coverage and benefits indicated in such plan documents outline, the rights of eligible employees in respect to such coverage, and the settlement if all claims arising out of such coverage shall be in accordance with the provisions, terms and rules set forth in such documents.

31.09

If it is determined that an "assessable payment" under Section 4980H of the Internal Revenue Code or any other tax, penalty, or other liability under the Patient Protection Affordable Care Act and related agency guidance with respect to any employees covered by this agreement based on the current terms of the health care plan offered to such employees, the parties to this agreement will meet to negotiate substitute provisions so that no such payment, tax, penalty or other liability would be incurred.

The plan design (deductibles, co-pays, max out of pocket) of the current Premier Medical Plan will remain unchanged for the life of this Agreement. The Company-paid HRA will be eliminated effective January 1, 2016. Employee paid premiums will be increase by 7% per year effective January 1, 2016, 2017 and 2018.

Coverage	Bi-Weekly Premiums Effective 1-1-2015	Bi-Weekly Premiums Effective 1-1-2016	Bi-Weekly Premiums Effective 1-1-2017	Bi-Weekly Premiums Effective 1-1-2018
Employee, only	\$60.00	\$64.20	\$68.70	\$73.50
Employee + spouse	\$90.00	\$96.30	\$103.04	\$110.25
Employee + child(ren)	\$90.00	\$96.30	\$103.04	\$110.25
Family	\$120.00	128.40	\$137.39	147.01

The current Preferred Medical Plan will remain in effect for the life of the new Agreement with no employee-paid premiums.

The current Dental and Vision plans will remain in effect for the life of the new Agreement with employee-paid bi-weekly premiums rates listed below effective January 1, 2016 for the entire duration of the Agreement.

Vision Plan

<u>Tier</u>	<u>Bi-Weekly Employee Premium</u>
Employee	\$ 3.07
Family	\$ 7.00

Core Dental Plan.

<u>Tier</u>	<u>Bi-Weekly Employee Premium</u>
Employee	\$ 6.77
Employee + Spouse	\$13.55
Employee + Child(ren)	\$13.55
Family	\$20.00

Enhanced Dental Plan

<u>Tier</u>	<u>Bi-Weekly Employee Premium</u>
Employee	\$15.45
Employee + Spouse	\$30.91
Employee + Child(ren)	\$30.91
Family	\$46.36

Article 31, Section 31.10

The Company Fringe Benefit Rate is defined as the minimum employer contributions toward providing group insurances and benefits as defined in Article 31, 401(k) Savings Plan as defined in Article 32, Pensions as defined in Article 33, Bereavement Leave as defined in Article 17, jury duty/witness pay as defined in article 18, military duty pay as defined in section 20.07, and management discretion awards per GEM procedure 4.2.11 and 4.2.12. Excluded from the fringe benefit rate calculation are Personal Protective Equipment, uniforms, safety shoes, tool replacements and any other physical item. The cost of such fringe benefits is the total cost of benefits divided by total hours paid up to forty hours per week by CBA employees employed under this agreement. Total hours paid, for this calculation, cannot exceed 2088 hours in a year per employee, includes holidays and vacations but excludes overtime. The rates are as follows:

Effective October 1, 2015	\$9.47
Effective October 1, 2016	\$11.29
Effective October 1, 2017	\$13.94

The above Fringe Benefit Rate data is estimated only. If the cumulative actual costs equal less than the cumulative minimum employer contribution, the Company will deposit the difference in equal amounts to all full-time CBA employees covered under this agreement with no outstanding disciplinary actions. The payout will be in the form of a company provided 401(k) contribution. The company will calculate the cumulative total costs annually. Representatives selected by the union shall review the costs, details, and calculations to verify and report its accuracy to the membership. The company shall deposit money owed by April 1 of the following year and completion of the union representative review.

32.00 PENSION/RETIREMENT

32.01 IAM National Pension Fund

- a. The Company (Employer) shall contribute to the I.A.M. National Pension Fund, National Pension Plan for each hour or portion thereof for which employees in job classifications covered by this Agreement are entitled to receive pay under this Agreement as follows:

One dollar and seventy cents (\$1.70) per hour effective the 1st day of October, 2015.

One dollar and ninety cents (\$1.90) per hour effective the 1st day of January, 2016.

Two dollars (\$2.00) per hour effective the 1st day of January, 2017.

Two dollars and ten cents (\$2.10) per hour effective the 1st day of January, 2018.

If the employee is paid only for a portion of an hour, contributions will be made by the Employer for the full hour.

- b. The Company (Employer) shall continue contributions based on a forty (40) hour workweek while an employee is off work due to paid vacations or paid holidays, and entitled to receive pay under this Agreement and while employees are off work serving as members of the Union negotiating committee and actively engaged in negotiations with the employer. The Employer shall also make contributions whenever an employee receives vacation pay at termination, or vacation pay in lieu of time off.
- c. Contributions for a new, probationary, part-time and full-time employee are payable upon completion of the ninety (90) day probation period and shall cover all contributions due from the first day of employment.
- d. The I.A.M. Local Lodge No. 2916 and the Company (Employer) adopt and agree to be bound by, and hereby assent to, the Trust Agreement, dated May 1, 1960, as amended, creating the I.A.M. National Pension Fund and the Plan rules adopted by the Trustees of the I.A.M. National Pension Fund in establishing and administering the foregoing Plan pursuant to the said Trust Agreement, as currently in effect and as the Trust and Plan may be amended from time to time.
- d. The parties acknowledge that the Trustees of the I.A.M. National Pension Fund may terminate the participation of the employees and the Employer in the Plan if the successor collective bargaining agreement fails to renew the provisions of this pension Article or reduces the Contribution Rate. The parties may mutually agree to increase the Contribution Rate and/or add job classifications or categories of hours for which contributions are payable.
- e. This Article contains the entire agreement between the parties regarding pensions and retirement under this Plan and any contrary provisions in this Agreement shall be void. No oral or written modification of this Agreement shall be binding upon the Trustees of the I.A.M. National Pension Fund. No grievance procedure, settlement or arbitration decision with respect to the obligation to contribute shall be binding upon the Trustees of the said Pension Fund.

32.02 401(k)

The Company will provide full time employees covered by this agreement an I.R.S. approved 401(k) savings plan.

Effective January 1, 2005 this plan will become a voluntary employee contribution plan. The employee may contribute up to twenty (20%) percent of their earnings into the 401(k) and take advantage of the associated income tax deferment.

33.00 OFF SITE TEMPORARY ASSIGNMENT

33.01

Under the terms of the contract with the U.S. Navy the Company is required to send personnel off site to outlying fields, or other locations as determined by contractual requirements for undetermined duration. Bargaining Unit employees on temporary off site assignments performing Bargaining Unit work retain their rights under the Collective Bargaining Agreement as if working at NAS Corpus Christi, Texas.

33.02

Offsite temporary detachment assignments will be filled from qualified personnel on a seniority rotational basis. Assignments will be offered to the most senior qualified employee(s) per classification, within the rotation schedule. Should the most senior qualified employee decline he/she will be rotated to the bottom of the rotation list and the position offered to the next senior qualified employee on the list. This process will continue until all assignment requirements are satisfied. Should there be an insufficient number of employees obtained, management will satisfy remaining requirements by selecting employees from the most junior qualified employee(s) on the seniority rotational off site assignment list. An offsite recovery is defined as an short assignment to retrieve a disabled aircraft.

Each new detachment or off site assignment will begin at the point left off on the list from the previous detachment selection.

In the event a detachment is scheduled to exceed ninety (90) days, the company will make every reasonable effort to accommodate those employees desiring to return back to NAS Corpus Christi, Texas after the ninety (90) days.

33.03

Personnel assigned to offsite assignments may be eligible to receive per diem in accordance with the current Joint Travel Regulations (JTR). Employees authorized to use their personal vehicles will be paid the current mileage listed in the JTR. In all cases employees must comply with the JTR. In no instance will employees be entitled to compensation, travel, or reimbursement of travel time in excess of that which is provided to employees who take government directed transportation. Employees will be paid for travel time to and from offsite assignments. Employees assigned to detachment shall receive adequate quarters in accordance with the JTR Quarters Document for Civilian Contract Personnel.

33.04

Contractual requirements will dictate the minimum advance notice to personnel concerning detachments including changes and cancellation of detachment plans.

33.05

Order of personnel returning to pre-detachment duty assignments at NAS Corpus Christi, Texas will be selected based on the remaining requirements of the detachment(s) and the staffing requirements for their qualifications and classifications at the main site.

33.06

Personnel selected for cross-country rescue assignments shall be made from qualified personnel as needed to accomplish each specific maintenance action. Cross country rescue assignments will be offered to the most senior qualified employee(s) on a rotating basis from work centers and shifts as determined by management to meet each specific recovery. Should there be an insufficient number of employees obtained, management will assign employee(s) based on qualifications and reverse seniority.

33.07

Employees on offsite detachments will work a normal workweek, whenever possible. However, acts of god, operation requirements and customer schedule changes may prevent employees from working a normal workweek of five days and a normal shift of eight (8) hours.

33.08

Bargaining Unit employees may be temporarily assigned to off-site work not associated with the Bargaining Unit. The following provisions will apply to such assignments:

- a. The work associated with the assignment will be on the same aircraft as that assigned to the Bargaining Unit.
- b. Employees on such assignments shall retain their rights provided by the Collective Bargaining Agreement as if working at NAS Corpus Christi.
- c. Such off-site assignment may be offered to the employee(s) who volunteer from within the classification(s) the Company determines necessary to perform the work.
- d. Such assignments shall not exceed sixty (60) calendar days, unless extended by mutual agreement of the parties.
- e. Such assignments shall not be to a management and/or supervisory position.

33.09

Employees who travel on company business may receive a daily travel advance for each day of travel equal to the daily per diem. Employees who travel three (3) days or more within the United States will be eligible to receive a travel advance equal to the daily per diem for each day of travel. Employees assigned to an offsite assignment will be provided with 100 percent allowable Per Diem in advance electronically transferred for the first two weeks and then weekly thereafter up to the next to the last week.

33.10

Each employee that is on DET will have a single occupied room while on DET. (No joint living quarters).

35.00 GENERAL

35.01

Employees covered by this Agreement shall be governed by all Company rules, regulations, and orders which are not in conflict with the terms and conditions of this Agreement.

35.02

Should any provision or provisions of this Agreement be rendered or declared invalid by reason of any existing or subsequently enacted legislation or regulation or by reason of any decree of a court of competent jurisdiction, such invalidation of such part or parts of this Agreement shall not invalidate the remaining portions hereof and the said remaining portions shall remain in full force and effect.

35.03

The provisions of this Agreement shall be binding upon the Company and its successors, assigns or future purchasers.

35.04

It is not the intent of the parties to establish or permit rules, customs, or practices which are designed to limit production or increase the time required to do any work. It is further agreed that there will be no attempt to place limitations or restrictions on the use of machinery, tools or other labor-saving devices. It is understood and agreed that the adoption of new or revised work practices, machinery, tools or other labor-saving devices will be implemented in accordance with established regulations with full consideration given to the safety of all employees.

35.05

The terms "qualified" or "qualifications" under this Agreement include having the demonstrated ability to perform the work satisfactorily, and the physical ability to carry out such work.

35.06

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the parties, for the life of this Agreement, waive the right, and each agrees that the other shall not be obligated, except as otherwise provided in this Agreement, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement. Furthermore, the parties, for the life of this Agreement, waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of any of the parties at the time this Agreement was negotiated or signed.

35.07

With respect to minimum knowledge, education and experience requirements for the individual job descriptions as negotiated by the parties, it is understood and agreed that it is not the intent of either party that such minimum requirements be utilized to demote or displace individuals incumbent in such positions as of the date of this agreement.

35.08

Job Classifications shall have the effective date agreed upon by the parties affixed on each page.

35.09

Accrued vacation / paid personal time balances will be made available to the Chief Steward via Company e-mail address.

36.00 DRUG AND ALCOHOL FREE WORK PLACE

The Company and the Union have conjointly agreed to use a fair and balanced approach consistent with the Texas Labor Code 411.091 and the Federal Drug Free Workplace Act of 1988, to achieve a safe, drug and alcohol free workplace. Central to this approach, the Company agrees to provide employees who have verified positive tests an opportunity through the Company Employee Assistance Program, for rehabilitation, unless and except where termination is appropriate.

The Company shall pay for all Company required drug and alcohol tests, plus all time required to take such tests. Transportation to and from the workplace for testing shall be included in compensable time.

The Company shall notify the Union, if the Company has determined that reasonable belief exists to test an employee. If requested, employees shall have the right to have Union Representation accompany them for all reasonable belief testing. If a Union Representative is unavailable, an Alternate Steward shall be sufficient. The Company will utilize collection sites consistent with the requirements, if any, of the laws proscribed by the Texas Labor Code 411.091 and the Federal Drug Free Workplace Act of 1988. All sites shall have standard chain of custody procedures sufficient to ensure proper record keeping, handling, labeling and identification of all specimens collected.

All samples that test positive will be automatically submitted for a confirmation test. And the initial and confirmation test results must contain the test methods used.

The Company shall inform the employee of test results in writing within five (5) workdays after receipt of the confirmed test results from the testing facility. Copies of the test results will be provided to the employee within five (5) workdays after receipt of a written request for the results from the employee. The written request shall provide the appropriate authorization and release giving the Company permission to release the results to the employee.

The employee shall have the right, after receiving notice by the Company of a positive test result, to have the sample retested at the employee's expense at another site that meets the requirements proscribed by the laws of Texas and the Federal Drug Free Workplace Act of 1988. The site chosen by the employee shall have standard chain of custody procedures sufficient to ensure proper record keeping, handling, labeling and identification of all specimens collected. If the retest requested by the employee indicates a negative test the employer shall reimburse the employee for all costs of the retest.

Every test that produces a positive test result shall be preserved by the testing site that conducted the test for a period of 210 calendar days after the date that the test results were mailed or delivered to the employer, or in the event of a retest requested by the employee 210 calendar days from the date the test results were mailed or delivered to the employee. If the employee challenges the test results, the testing site must retain the specimens until the case is settled.

All information, documents, interviews, reports, statements, memorandum and drug test results received or produced by the Company, will be considered confidential information unless the employee authorizes in writing the release of the information. The Union shall be provided all relevant information necessary to properly represent any employee facing discipline and/or discharge.

VOLUNTARY TESTING

The Company shall not discharge, discipline or discriminate against an employee because the employee has voluntarily come forth to seek treatment for a drug and/or alcohol problem so long as the employee comes forward prior to selection for random testing, prior to reasonable belief as defined herein, or prior to being involved in and/or contributing to an on the job injury or accident as defined under the terms of Post Incident Testing herein.

If an employee has voluntarily requested assistance with a drug and or alcohol problem, the employee shall agree to unscheduled tests for prohibited drugs and alcohol by the Company on a quarterly basis for a period not to exceed eighteen (18) months following completion of a rehabilitative program, unless reasonable belief exists.

REASONABLE BELIEF TESTING

When the Company has reasonable belief that alcohol, illegal drugs, or other controlled or prohibited substances may be present in an employee, the employee(s) will be required to undergo drug and alcohol testing.

The employee will be given time off without pay pending the receipt of the test results by the Company. If the test results are negative, the employee will be paid for the time off.

Reasonable belief may include, but is not limited to, the following examples of employee behavior:

1. Observable acts or phenomena while at work, such as direct observations of drug or alcohol use, or of the physical manifestation or symptoms of being under the influence of drugs or alcohol. Exhibit A will be used as a guide to assist the Company in determining this observation.
2. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance. Exhibit A will be used as a guide to assist the Company in determining this observation.
3. A report of drug use provided by a reliable and credible source as agreed upon between the Company and the Union.
4. Evidence that an individual has tampered with a drug test during his employment with the Company.
5. Information that an employee has caused or contributed to a ground incident while at work.
6. Evidence that an employee has used, possessed, sold, solicited or transferred drugs while working or while on the Company's work site, or while operating the Company's vehicles, machinery or equipment.

POST INCIDENT TESTING

The Company shall reserve the right to require mandatory testing immediately after a reportable incident for the purpose of confirming or refuting that drugs or alcohol were a contributing factor. The employees will continue to work pending the receipt by the Company of the test results only if there is no reasonable belief that drugs or alcohol were a contributing factor.

RANDOM TESTING

The Company shall establish within sixty (60) days of the date of the ratification of this collective bargaining agreement, a random drug and alcohol testing program. The policy shall require that not more than ten (10) employees per month with three (3) alternates in the event that one of the named ten (10) is absent from work. The Company shall provide the Union monthly with the list of the names of the employees who were randomly selected in the preceding month for testing. The list shall also include the names of the alternates who were selected.

Random selection of employees shall be made by the testing facility. Random selection shall require that the testing facility select employees on a purely random basis meaning through a process or mechanism that selects the employees in an equal probability that any employee from a group of employees subject to the selection process or mechanism will be selected and does not give the Company any discretion to waive the selection of any employee selected by the random process or mechanism. The Testing facility shall be one that is mutually agreed upon by the Union and The Company.

DISCIPLINE

Any employee who refuses to submit to any testing as provided for herein shall be grounds for immediate discharge. Any employee who tests positive in a test administered pursuant to the terms of this article, except in cases of voluntary testing as set forth herein, shall be subject to termination. However, if a positive test result is the employee's first instance, the Company shall hold the discharge in abeyance provided that;

1. The employee undergoes and successfully completes an evaluation by the Company's Employee Assistance Program provider.
2. The employee complies with all recommendations made by the EAP representative as follows;
 - a. If determined to be chemically dependent the employee agrees to successfully complete and will successfully complete a treatment recommendations made by EAP including any inpatient /and/or outpatient treatment.
 - b. If treatment is not recommended, all time off pending disposition of the EAP evaluation will be considered suspension without pay.
 - c. The employee agrees to unscheduled drug and alcohol testing by the Company during the eighteen (18) months following the positive drug test.

The Company and the Union agree that any employee who refuses to submit to any testing required pursuant to the terms as set forth herein, or fails to follow and successfully complete all treatment recommendations or refuses to follow all proper and lawful testing procedures will be terminated.

DRUG TESTING THRESHOLDS

<u>Type of Drug</u>	<u>Screening Level</u>	<u>Confirmation Level</u>
THC (Cannabinoids)	50	15
Amphetamines	1000	500
Cocaine	300	150
Opiates	2000	2000
Phencyclidine	25	25
Barbiturates	300	200
Benzodiazepines	300	200
Propoxyphene	300	200
Methadone	300	200
Methaqualone	300	200

Employees testing at a BAC of .02 to .039 will result in the employee being sent home and Employees testing at a BAC in excess of .04 will immediately be suspended without pay. The employee will be given the option of attending a Company approved rehabilitation program or termination of employment.

STATE AND FEDERAL LAWS

If any provision of this Drug and Alcohol Free Workplace Policy is inconsistent with the Laws of the State of Texas or any Federal Laws or regulations, then that provision shall be void and the Company and the Union agree to follow the requirement(s) of the State and/or Federal law. In no event shall the voiding of any provision render the remaining provisions of this article void.

37.00 DURATION

37.01

This Agreement shall be effective the 9th day of August, 2015 and shall continue in full force and effect through midnight the 30th day of September, 2018, and thereafter from year to year unless at least sixty (60) days prior to the normal expiration date of this Agreement either party gives written notice by certified mail to the other of its intent to amend, modify, or terminate the Agreement.

In witness whereof the parties hereto have caused this Agreement to be executed by their authorized representatives.

FOR DYNACORP INTERNATIONAL

FOR THE I.A.M. & A.W.





EXHIBIT A

	Current	Equity Adj.	10/1/2015	10/1/2016	10/1/2017
CLASSIFICATION		2.50%	2.75%	2.75%	
Accounts Payable Clerk	\$19.97		\$20.47	\$21.03	\$21.61
Aircraft Issuer	\$22.53		\$23.09	\$23.73	\$24.38
Aircraft Issuer II	\$26.29		\$26.95	\$27.69	\$28.45
Aircraft issuer III (new)	\$31.24		\$32.02	\$32.90	\$33.81
Aircraft Washer	\$14.19		\$14.54	\$14.94	\$15.36
Buyer	\$24.19		\$24.79	\$25.48	\$26.18
Component Repair Sheetmetal Mech I	\$29.77		\$30.51	\$31.35	\$32.22
Component Repair Sheetmetal Mech II	\$31.81	\$0.80	\$33.43	\$34.34	\$35.29
Conditional Maintenance Structural Mech I	\$29.77		\$30.51	\$31.35	\$32.22
Conditional Maintenance Structural Mech II	\$31.81	\$0.80	\$33.43	\$34.34	\$35.29
Corrosion Tech	\$31.24		\$32.02	\$32.90	\$33.80
Haz Material Coord	\$31.24		\$32.02	\$32.90	\$33.80
Janitor	\$12.93		\$13.25	\$13.62	\$13.99
Logs and Records Clerk	\$23.84	\$0.70	\$25.15	25.85	\$26.56
Maint Records Clerk	\$19.20		\$19.68	\$22.22	\$20.78
Cond. Maint. Records Clerk	\$19.62		\$20.11	\$20.66	\$21.23
Material Expediter	\$23.92		\$24.52	\$25.19	\$25.89
Mechanic I	\$29.20		\$29.93	\$30.75	\$31.60
Mechanic II	\$31.24	\$1.30	\$33.35	\$34.27	\$35.21
Plane Captain	\$27.47		\$28.16	\$28.93	\$29.73
Property Cntl Coord	\$24.19		\$24.79	\$25.48	\$26.18
QC Inspector	\$36.61	\$0.50	\$38.04	\$39.08	40.16
Sub Contract Admin	\$25.13		\$25.76	\$24.47	\$27.19
Paraloft Clerk (new)	\$19.20		\$19.68	\$20.22	\$20.78
Tech I	\$29.20		\$29.93	\$30.75	\$31.60
Tech I (ALSS or Egress)	\$29.20	\$0.50	\$30.44	\$31.28	\$32.14
Tech II	\$31.24	\$1.30	\$33.35	\$34.27	\$35.21
Tech II (ALSS or Egress)	\$31.24	\$1.30	\$33.35	\$34.27	\$35.21
Tech Pub Librarian	\$20.96		\$21.48	\$22.07	\$22.68
Tools and Parts Attendant	\$22.22	\$0.25	\$23.03	\$23.67	\$24.32
Warehouse Specialist	\$22.22	\$0.25	\$23.03	\$23.67	\$24.32

OVERTIME GROUP/WORK CENTER

Overtime group/work center as used in this Agreement should be defined as follows:

GROUP	WORKCENTER	W/C #
1	Janitors	010
2	T-34 Maintenance Admin	020
3	T-44 Maintenance Admin	021
4	T-34/T-44 Logs and Records	025
5	Quality Control	040
6	T-44 Material Control (Tool room)	050
7	T-34 Material Control (Tool room)	056
8	Conditional Maintenance Material Control (Tool room)	057
9	T-34 Unscheduled Maintenance	110
10	T-44 Unscheduled Maintenance	111
11	Corrosion Control	121
12	Para loft	130
13	T-34 Scheduled Maintenance	140
14	T-44 Scheduled Maintenance	141
15	T-34 Avionics	220
16	T-44 Avionics	221
17	T-34 / T-44 Flight Line	300
18	Wash Rack	320
19	T34 Engine Rinse	330
20	T44 Engine Rinse	340
21	Component Repair	500
22	Conditional Maintenance	620
23	Supply (Warehouse)	700
24	Purchasing	701
25	Ground Support Equipment	900
26	T6 Maintenance Admin	020B
27	T6 Unscheduled Maintenance	110B
28	T6 Scheduled Maintenance	140B
29	T6 Avionics	220B
30	T6 Engine Rinse	330B
31	T6 Egress	13B
32	T6 / T44 Flight Line	300B
33	T6 Logs and Records	025B

MEMORANDUM OF UNDERSTANDING – ODD WORK WEEK

The parties to this Collective Bargaining Agreement have agreed to establish language permitting the establishment of a ten (10) hour per day, four (4) day work week. Such a work week will be referred to as an odd work week. Assignments to such an odd work week shall be in accordance with Article 11 of the Agreement.

If less than forty (40) hours are made available during the employees regularly scheduled four (4) day work week, then hours worked on the fifth (5th), sixth (6th), and or seventh (7th) day will be at 1½ times the straight time hourly rate. Overtime shall be paid at two (2) times the straight time hourly rate for authorized work performed on the 6th and/or 7th consecutive day of the employees assigned work week, to the extent such hours exceed fifty (50) regular hours in a week.

For work weeks that contain a holiday as listed in Article 15 in the Collective Bargaining Agreement the work week will be changed to a five (5) consecutive eight (8) hour day work week and the employees will observe the holiday in accordance with Article 15 of the Collective Bargaining Agreement. If the holiday should fall on an employee's scheduled day off, the holiday will be observed on the last workday of that work week. Employees working a ten (10) hour per day, four (4) day work week in Work Center 121, Corrosion Control, will not observe Presidents Day or Columbus Day as a recognized holiday. Such employees will receive ten (10) hours of straight time pay for the remaining eight (8) holidays listed in Article 15.01 of the Collective Bargaining Agreement.

Vacation may only be scheduled on the employee's regularly scheduled work days and only for the amount of hours regularly scheduled on that day to a maximum on ten (10) hours per day. Vacation periods of ten (10) hours or less must be requested a minimum of one (1) hour in advance and must be approved as outlined in Article 16.06 (c) of the Collective Bargaining Agreement.

An employee will be granted time off with pay to attend a funeral of family members as follows:

- a. Three (3) work days in the case of immediate family members as defined in Article 17.07(a) of the Collective Bargaining Agreement.
- b. Two (2) work days in the case of other family members as defined in Article 17.07(b) of the Collective Bargaining Agreement.
- c. At the employee's request, the Company shall grant up to four (4) additional work days off without pay in the event of the death of members of the employee's immediate family or family as defined in Article 17.07(a) and 17.07b of the Collective Bargaining Agreement, or the employee may use vacation or paid personal time for which they are eligible.

In no event shall payment be made for jury duty performed on the employee's regularly scheduled days off, holidays defined here in, or for any hours in excess of ten (10) on any regular work day or hours in excess of forty (40) in any work week.

Limited unpaid personal leaves of absence may be granted by the Company upon request of employees who have completed their probationary period. Such leaves shall be for not less than four (4) work days and not more than thirty (30) calendar days, and otherwise in accordance with Article 20 of the Collective Bargaining Agreement.

When it is necessary to cancel operations for reasons beyond the control of the Company for a temporary period up to and including four (4) work days within a thirty (30) day period, employees in the classifications affected shall be temporarily laid-off in accordance with their seniority and in accordance with all other provisions of Article 22 of the Collective Bargaining Agreement.

Employees assigned to the four (4) - ten (10) hour work week who report to work on his/her regular shift and there is no work available shall, except when such lack of work is due to an act of God, sabotage, National emergency or other circumstances beyond the control of the Company, receive a minimum of five (5) hours pay at his/her straight time hourly rate.

Memorandum of Understanding

DynCorp International LLC-Aviation-T34/44/6 Program (the "Company") and the International Association of Machinists and Aerospace Workers, District Lodge 776, Local Lodge 2916 (the "Union") renew the commitment to "provide for the efficiency of the operation" as affirmed in Article 1, Section 1.02 of the Agreement between the Company and the Union by agreeing in 2015 negotiations to the following:

Effective October 1, 2015, an employee who under the terms of the Progressive Discipline Guide (Exhibit B of the Agreement) has an active reprimand on file (during the most recent six (6) months) or an active disciplinary suspension on file (during the most recent twelve (12) months) shall be ineligible for off-site detachment assignments, ineligible for off-site rescue assignments and ineligible for voluntary overtime assignments. When there are an insufficient number of eligible qualified volunteers for these types of assignments, then otherwise qualified employees who are deemed ineligible due to the types of disciplinary action listed above will be offered such assignments in seniority order and if there are an insufficient number of qualified but illegible employees who volunteer, then the least senior qualified but ineligible ;employee(s) will be required to accept such assignments in reverse seniority order before requiring more senior eligible qualified employees to accept such assignments.

Machinists Custom Choice Worksite Benefits Program

It is understood and agreed between the parties that the Machinists Custom Choice Worksite Benefits Program of supplemental insurance benefits will be offered to employees in the bargaining unit through their designated agent, Employee Benefit Systems, Inc. (EBS).

The Company will honor payroll deduction requests and remit deductions to the underwriting insurance company designated by EBS on a schedule, which is mutually agreed to by the Company and EBS. The Union will defend, save, and hold harmless and indemnify the Company from any and all claims, demands, suits or any other forms of liability that shall arise out of the execution of this letter by the Company.

The Company agrees to implement the provisions of this letter as soon as possible after the administrative, systems and financial requirements are worked out between the Company and EBS.

The parties agree that the provisions of this Letter of Understanding will be effective for the term of the current Collective Bargaining Agreement between the parties unless rescinded or amended earlier by mutual agreement between the parties.

Representative of Machinist Custom Choice may meet with employees each November during the annual enrollment period on dates acceptable to the Company and the Union during break periods and lunch periods or before or after an employee's shift.

Appendix A

The Company uses the following forms of discipline: Reprimand, Suspension, and Discharge.

CLEARING PROCEDURES

- A period of good conduct which is defined as a continuous period with no written warnings or suspensions following a rule violation will result in said written warning or suspension not being used as a basis for further discipline in accordance with the following principles:
- Reprimands Not Involving a Suspension:
- Reprimands not involving a suspension will not be considered in successive disciplinary action six months from the date of issue.
- Reprimands Involving a Suspension:
- Reprimands involving a suspension will not be considered in successive disciplinary action one year from the date of issue.

EXCESSIVE RULE VIOLATIONS

- An employee receiving three reprimands not involving a suspension (not necessarily on the same rule) within a six month period, none of which have been cleared by the above procedure, will be subject to a three-day suspension.
- An employee receiving a combination of the two written reprimands not involving a suspension and one written reprimands involving a suspension (not necessarily on the same rule), none of which have been cleared by the above procedure, will be discharged.
- An employee receiving two written reprimands (not on the same rule) involving a suspension, neither of which have been cleared by the above procedure, will be discharged.

Listed below are examples of unacceptable behavior for which the following offenses and penalties apply:

Offense	First Offense	Second Offense	Third Offense	Fourth Offense
1.) Threatening, intimidating, coercing or interfering with or making defamatory, vicious, or malicious statements against any employee, customer, the Company, or its products or services.	Three-Day Suspension	Three-Day Suspension OR	Discharge	Depending on Severity of violation
2.) Vending, seeking or collecting contributions or distributing literature in working areas without permission of a designated Company representative.	Written Reprimand	Written Warning	Three-Day Suspension	Discharge
3.) Violating safety, fire, housekeeping, or health regulations or prescribed safety and health practices.	Written Reprimand	Written Reprimand	Three-Day Suspension	Discharge
4.) Unsatisfactory quality or quantity of work.	Written Reprimand	Written Reprimand	Three-Day Suspension	Discharge
5.) Violating assigned work schedules by:				Discharge
5a.) Preparing to quit work for the day prior to the time established by management.	Written Reprimand	Written Reprimand	Three-Day Suspension	
5b.) Reporting late without authorization, two times in a 30-day calendar period.	See Appendix B			
5c.) Failing to report absence within ½ hour of start of work shift.	See Appendix B			
5d.) Unauthorized absence for three consecutive work shifts.	discharge "quit without notice"			
6.) Loafing, loitering, or hiding; leaving work station without supervisor's permission for reasons not connected with performance on the job.	Written Reprimand	Written Reprimand	Discharge	
7.) Failing to notify Company authorities of an on-the-job accident or injury within the shift in which it occurs or the first shift in which the employee is aware that he/she has been injured.	Written Reprimand	Written Reprimand	Discharge	
8.) Discrimination or harassment against fellow employees, customer representatives, or other contractor personnel at any time in areas assigned to the Company.	Written Reprimand	Written Reprimand	Discharge	Depending on Severity of violation
9.) Operating vehicles, machines, tools, or equipment, or entering a restricted area without proper management authorization.	Written Reprimand	Written Reprimand	Discharge	
10.) Leaving work early or leaving contractor assigned facilities during working hours without authorization.	Three-Day Suspension	Discharge		

Offense	First Offense	Second Offense	Third Offense	Fourth Offense
11.) Performing work on personal property within areas or buildings assigned to Company unless approved by the Site Supervisor.	Three-Day Suspension	Discharge		
12.) Performing other work or activity which interferes with the employee's attendance or performance of Company duties, or is considered a conflict of interest by the Company.	Three-Day Suspension	Discharge		
13.) Willfully altering, defacing, mutilating, abusing, destroying or wasting Government, Company, civilian or other employee's property, facilities, records or equipment.	Three-Day Suspension	Discharge		
14.) Knowingly clocking another employee's time card, altering time card, or having one's time card clocked by another employee.	Three-Day Suspension	Discharge		
15.) Unauthorized possession of weapons or explosives on Company time or in areas assigned to the Company at any time.	Three-Day Suspension OR	Discharge		
16.) Negligence or carelessness resulting in or contributing to loss, damage, or destruction to Company, Government, civilian, or other employee's property; or causing substations rework; or contributing to critical, or safety of flight discrepancies.	Three-Day Suspension OR	Discharge		
17.) Fighting, inciting a fight, or attempting to physically injure others on Company time or in areas assigned to the Company at any time.	Discharge			
18.) Theft, attempted theft, or unauthorized removal of property to other employees, the Company, the Government, or others.	Discharge			
19.) Insubordination	Three-Day Suspension OR	Discharge		
21.) Any conduct that brings discredit to the Company.	Three-Day Suspension OR	Discharge		
22.) Sleeping on duty.	Three-Day Suspension	Discharge		
23.) Attempting to or deliberately restricting output while on duty.	Discharge			
24.) Falsification of personnel or other Company or contract related records.	Discharge			
25.) Unauthorized use, removal, photographing, copying, or otherwise reproducing employee lists, blueprints, Company or customer records or information.	Discharge			

Offense	First Offense	Second Offense	Third Offense	Fourth Offense
26.) Deliberate falsification of facts to management or any other form of dishonesty.	Discharge			
27.) Possession, consumption, use, transfer or being under the influence of alcoholic beverages, marijuana, inhalants, intoxicants, illegal drugs, on Company time, or in areas or building assigned to the Company; manufacture or distribution of controlled substances. Refusal to take a drug/alcohol test.	Discharge			
28.) Excessive Absenteeism.	See Appendix B			
29.) Improper use of Company or Customer IT systems for the purpose of, transmittal, or downloading, of electronic data, photographs, or proprietary information without expressed prior approval and consent.	Discharge			
30.) Failure to meet the security requirements by the customer, or through the improper handling, controlling sensitive materials or equipment or failure to attain or retain the required level of trust to enable access to facilities or IT systems.	Discharge			
31.) Unauthorized taking, removing, transmitting, or copying photographs or videoing of any Customer equipment, documents, operational areas without expressed written authorization.	Discharge			

Appendix B

Below is a list of unauthorized absences that will result in disciplinary action (written warning/reprimand for first offense; three day disciplinary suspension for second offense within three months; termination for third offense).

- Reporting late or being absent two times in a 30 day calendar period
- Failing to report absence to authorized management within ½ hour of start of the scheduled work shift
- “No call no show” absence

For the purposes of progressive discipline written warnings remain in effect for six months and disciplinary suspensions remain in effect for one year.

Excused absences include: Approved FMLA time off; lost time on the job due to injury on the job; traffic delay documented by the employee that results in a delay of more than one hour; pre-approved doctor's appointment, documented medical emergencies; hours when work is not available resulting in lost time by an employee; time off due to a scheduled paid holiday.